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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

कार्यिक धन शिवालय सना सेक्टर मंत्रालय

(व्यक्ति और प्रशिक्षण विभाग)

नई दिल्ली, 10 नवम्बर, 1987

आदेश

दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और
अधिकारिता का विस्तारण सम्पूर्ण बिहार राज्य पर करती
है।

[सं. 228/35/87-ए.पी.डी.-2]

का.आ. 3252:—केन्द्रीय सरकार, दिल्ली विशेष
पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की
धारा 6 के भाग 5 और धारा 5 की उपधारा (1) द्वारा
प्रदान शक्तियों का प्रयोग करते हुए, बिहार राज्य में विस्तार
शान्त से रजिस्ट्रीकरण आदेश मुक्ति मोर्चा के अध्यक्ष श्री
निर्मल महतो की शान्त से संबंधित अपराध से 169/87
की वास्तव भारतीय दण्ड संहिता (1860 का 45) की धारा
302, धारा 307 और धारा 34 तथा आयु अधिनियम,
1959 (1959 का 54) की धारा 27 के अधीन दण्डनीय
अपराधों और उन्हीं अपराधों और उन्हीं तथ्यों से उत्पन्न
होने वाले वैसे ही गैरकानूनी के अनुक्रम में किए गए किन्हीं अन्य
अपराधों के संबंध में या उनसे संश्लेष प्रयत्नों, वृत्तियों और
पद्धतियों के अन्वेषण के लिए, बिहार सरकार की सहमति से,

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel & Training)

New Delhi, the 10th November, 1987

ORDER

S.O. 3252.—In exercise of the powers conferred by sub-
section (1) of section 5, read with section 6, of the Delhi
Special Police Establishment Act, 1946 (25 of 1946), the
Central Government, with the consent of the Government of
Bihar, hereby extends the powers and jurisdiction of the
members of the Delhi Special Police Establishment to the
whole of State of Bihar for the investigation of offences
punishable under sections 302, 307 and 34 of the Indian
Penal Code (45 of 1860), section 27 of the Arms Act, 1959
(54 of 1959) and attempts, abetments and conspiracies in
relation to or in connection with the said offences and any
other offences committed in the course of the same trans-

action arising out of the same facts in regard to Crime No. 169/87 relating to the murder of Shri Nirmal Mahto, President, Jharkhand Mukti Morcha registered at the Police Station Bistpur in the State of Bihar.

दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण राजस्थान राज्य पर करती है ।

[No. 228/35/87-AVD. II]

[सं. 228/32/87-ए.वी.डी. II-]

जी. सीतारामन, अवर सचिव

नई दिल्ली, 13 नवम्बर, 1987

आदेश

New Delhi, the 13th November, 1987

ORDER

का.आ. 3253.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मारु सुपुत्र अब्दुल वहीद, निवासी बारन, जिला कोटा, राजस्थान की मृत्यु के संबंध में बारन थाना जिला कोटा राजस्थान में प्रथम इतिला रिपोर्ट सं. 133/86 के अधीन रजिस्ट्रीकृत मामले की बाबत भारतीय दण्ड संहिता (1960 का 45) की धारा 304क के अधीन दण्डनीय अपराध और उक्त अपराध और वैसे ही संव्यवहार के अनुक्रम में किये गये किन्हीं अन्य अपराधों के संबंध में या उससे संसक्त प्रयत्नों, दुष्परणों और षड्यंत्रों के अन्वेषण के लिये राजस्थान सरकार की सहमति से,

S.O. 3253.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Rajasthan hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for the investigation of offence punishable under section 304-A of the Indian Penal Code (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the said offence and any other offences committed in the course of same transaction in regard to case registered under FIR No. 133/86 at Police Station Baran, District Kota, Rajasthan in regard to the death of Maru, son of Abdul Wahid, resident of Bran, District Kota, Rajasthan.

[No. 228/32/87-AVD-II]

G. SITARAMAN, Under Secy.

वित्त संचालय
(राजस्व विभाग)

नई दिल्ली, 3 सितम्बर, 1987

(आयकर)

का.आ. 3254.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अनुसरण में, केन्द्रीय सरकार एतद्वारा, नीचे स्तम्भ 4 में उल्लिखित अधिसूचनाओं का अधिलेखन/आंशिक संशोधन करते हुए, स्तम्भ 3 में उल्लिखित कर वसूली अधिकारियों के स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है :—

क. उन व्यक्तियों के नाम जिन्हें कर वसूली अधिकारियों की शक्तियों का प्रयोग करने हेतु प्राधिकृत किया जाना है ।	उन कर वसूली अधिकारियों के नाम जिनके स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों को प्राधिकृत किया जाना है ।	उस पुरानी अधिसूचना की संख्या और तारीख जिसका अधिलेखन किया जाना है ।
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1. श्री ए.के. श्रीपद राव	श्री सी.आर. श्रीनिवासधर	6901 दिनांक 10-9-86 [फा.सं. 398/19/86-आ.क. (ब.)]
2. श्री बी.एल. लम्दादे	श्री के.बी. तरहरि	—तदैव—
3. श्री बी.एस. म्यागिरी	श्री आर.बी. हांकन	5197 दिनांक 24-5-83 [फा.सं. 398/2/83-आ.क. (ब.)]

2. यह अधिसूचना तत्काल लागू होगी और जहां तक स्तम्भ 2 में उल्लिखित व्यक्तियों का संबंध है, कर वसूली अधिकारियों के रूप में उनके कार्य-भार सम्भालने की तारीख से लागू होगी ।

[सं. 7502 (फा.सं. 398/26/87-आ.क. (ब.)]

बी. ई. अलेक्जेंडर, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 3rd September, 1987

INCOME-TAX

S.O. 3254.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned below column 2, being the Gazetted Officers of the Central Government to exercise the powers of Tax Recovery Officers under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession/partial modification of the Notifications mentioned below in column 4 :

Sl. No.	Name of the persons to be authorised to exercise powers of Tax Recovery Officers	Name of Tax Recovery Officers in place of whom the persons mentioned in column 2 to be authorised	Old Notification No. and date to be superseded/partial modification
1	2	3	4
	S/Shri	S/Shri	
1.	A.H. Sripada Rao	C.R. Sreenivasa Ghar	6901 dt. 10-9-86 (F. No. 398/19/83-ITB)
2.	V.L. Lamdage	K.V. Narahari	-do-
3.	B.S. Myageri	R.B. Honkan	5197 dt. 24-5-83 (F. No. 398/2/83-ITB)

2. This notification shall come into force with immediate effect and in so far as persons mentioned in column 2 from the dates they take over charges as Tax Recovery Officers.

[No. 7502 F. No. 398/26/87-IT(B)]
B. E. ALEXANDER, Under Secy.

नई दिल्ली, 22 अक्टूबर, 1987

New Delhi, the 22nd October, 1987

INCOME-TAX

आय-कर

का.आ. 3255—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) को धारा 193 के परन्तुक के खंड (iiख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि., नई दिल्ली द्वारा जारी किये गये "13 प्रतिशत प्रतिभूत मोचनीय असंपरिवर्तनीय बंधपत्र—(ख)(बी) शृंखला" उक्त खण्ड के प्रयोजनों के लिये विनिर्दिष्ट करते हैं।

परन्तु उक्त उपबन्ध के अधीन फायदा पृष्ठांकन या परिवान द्वारा ऐसे बंधपत्रों के अंतरण की वशा में उस समय अनुज्ञेय होगा जब अंतरिती नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि., नई दिल्ली को ऐसे अंतरण की साठ दिन की अवधि के भीतर रजिस्ट्रीकृत डाक द्वारा सूचना दे देता है।

[सं. 7604/फा.सं. 275/99/87-आईटी(बी)]

बी. नागराजन, निदेशक

S.O. 3255.—In exercise of the powers conferred by clause (ii) of the proviso to Section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "13% Secured Redeemable Non-convertible Bonds—(B-Series)" issued by M/s. National Hydroelectric Power Corporation Limited, New Delhi for the purposes of the said clause :

Provided that the benefit under the said provision shall be admissible in the case of transfer of such bonds by endorsement or delivery, if the transferee informs the National Hydroelectric Power Corporation Ltd., New Delhi by registered post within a period of sixty days of such transfer.

[No. 7604/F. No. 275/99/87-IT(B)]

B. NAGARAJAN, Director

नई दिल्ली, 9 नवम्बर, 1987

आदेश

स्टाम्प

का० आ० 3256—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन०डू०आर० गेस्ट की० विलियम्स लिमिटेड, बलकना

को मात्र ग्यारह लाख दस हजार छ. सौ तीस रुपये के उस समेकित स्टाम्प शुल्क की श्रदायगी करने की अनुमति प्रदान करती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले ग्यारह करोड़ दस लाख तिरसठ हजार रुपये के अंकित मूल्य के 13.5 प्रतिशत आरक्षित संपरिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं० 47/87-स्टाम्प-फा० सं० 33/48/87-वि० क०]

बी० आर० मेहमी, अवर सचिव

New Delhi, the 9th November, 1987

ORDER STAMPS

S.O. 3256.—In exercise of the powers conferred by clause (h) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Guest Keen Williams Limited Calcutta to pay consolidated stamp duty of rupees eleven lakhs ten thousand six hundred and thirty only, chargeable on account of the stamp duty on 13.5 per cent secured Convertible debentures of the face value of rupees eleven crores ten lakhs and sixty three thousand only to be issued by the said company.

[No. 47/87-Stamp-F. No. 33/48/87-SI]

S. R. MEHMI, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 17 जुलाई 1987

आयकर

का.आ. 3257—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संबंध में सभी पूर्ववर्ती अधिसूचनाओं का अधिलक्षण करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट रेंजों के अपीलीय सहायक आयुक्त, आयकर से निर्धारित उन सभी व्यक्तियों और आय को छोड़कर जो आयकर आयुक्त (अपील) के श्रेयाधिकार में निहित है, उक्त अनुसूची के स्तम्भ (2) की तत्संबंधी प्रविष्टि में विनिर्दिष्ट आयकर परिमण्डलों, वार्डों और जिलों में आयकर से निर्धारित सभी व्यक्तियों और आय के संबंध में अपने कार्य करेंगे।

अनुसूची

क्र.सं.	रेंज	आयकर परिमण्डल/वार्ड और जिले
1	2	3
1. अपीलीय सहायक आयुक्त (आयकर), कोटा रेंज, कोटा।		1. कोटा में सभी वार्ड/परिमण्डल 2. वृन्दी में सभी वार्ड/परिमण्डल 3. झालावाड़ में सभी वार्ड/जिले 4. सवाई माधोपुर में सभी वार्ड और जिले 5. जयपुर में सभी केन्द्रीय परिमण्डल 6. जयपुर में सभी विशेष जांच परिमण्डल 7. जयपुर में सभी वेतन परिमण्डल

1	2	3
		8. जयपुर में आयकर अधिकारी सहायक सम्पदा शुल्क नियंत्रक
		9. जयपुर में सभी कंपनी परिमण्डल
		10. जयपुर में न्याय परिमण्डल
		11. जयपुर में सभी वार्ड और परिमण्डल।
		12. अजमेर में सभी वार्ड और परिमण्डल।
		13. भरतपुर में सभी वार्ड/परिमण्डल।
		14. टोंक में सभी वार्ड परिमण्डल
2. अपीलीय सहायक आयुक्त (आयकर) अजमेर रेंज, अजमेर।	1. अजमेर में सभी वार्ड/परिमण्डल	
	2. सीकर में सभी वार्ड/परिमण्डल	
	3. झुनझुनू में सभी वार्ड/परिमण्डल	
	4. व्यावर में सभी वार्ड/परिमण्डल	

जहां कहीं कोई आयकर परिमण्डल, वार्ड या जिला या उसका कोई भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज में अन्तर्गत कर दिया गया हो, वहां उस आयकर परिमण्डल, वार्ड या जिला अथवा उसके किसी भाग में किए गए कर निर्धारणों से होने वाले अपीलें इस अधिसूचना की तारीख से तत्काल पूर्व रेंज के उस अपीलीय आयुक्त सहायक के समक्ष विचाराधीन पड़ी अपीलों जिसके अधिकार क्षेत्र से उक्त आयकर परिमण्डल, वार्ड या जिला अथवा उसका कोई भाग अन्तर्गत किया गया हो, इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपीलीय सहायक आयुक्त को अन्तर्गत की जाएंगी और उसके द्वारा निपटाई जाएंगी, जिसके अधिकार क्षेत्र में उक्त परिमण्डल, वार्ड या जिला अथवा उसका कोई भाग अन्तर्गत किया गया हो।

यह अधिसूचना दिनांक 1-7-1987 से लागू होगी।

[सं. 7431/फा. सं. 261/15/87आ.क.न्या.]

के. पी. गांगुली, विशेष कार्य अधिकारी (न्या.)

CENTRAL BOARD OF DIRECT TAXES New Delhi, the 17th July, 1987

S.O. 3257—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes hereby direct that Appellate Assistant Commissioner of Income-tax of the Ranges, specified in column (1) of the Schedule below, shall perform their functions in respect of all persons and incomes assessed to income-tax in the Income-tax Circles, Wards and

Districts specified in the corresponding entry in Column (2) thereof excluding all persons and incomes assessed to income-tax over which the jurisdiction vests in Commissioners of Income-tax (Appeals).

SCHEDULE

Range	Income-tax Circles/Wards/ Districts
1. Appellate Assistant Commissioner of Income-tax, Kota Range, Kota.	1. All Wards/Circles at Kota. 2. All Wards/Circles at Bundl. 3. All Wards/Circles at Jhalawar. 4. All Wards/Circles at Sawai Madhopur. 5. All Central Circles at Jaipur. 6. All Special Investigation Circles at Jaipur. 7. All Salary Circles at Jaipur. 8. Income-tax Officer-cum-ACED at Jaipur. 9. All Company Circles at Jaipur 10. Trust Circle at Jaipur. 11. All Wards/Circles at Jaipur 12. All Wards/Circles at Alwar 13. All Wards/Circles at Bharatpur. 14. All Wards /Circles at Tonk
2 Appellate Assistant Commissioner of Income-tax, Ajmer Range, Ajmer.	1. All Wards/Circles at Ajmer 2. All Wards/Circles at Sikar 3 All Wards/Circles at Jhunjhunu 4. All Wards/Circles at Beawar.

2. Where any Income-tax Circle, Ward or District or Part thereof stands transferred by this notification from one Range to another Range, appeals arising out of the assessments made in that Income-tax Circle/Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle/Ward or District or part thereof is transferred shall from the date of this notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle/Ward or District or part thereof is transferred.

This notification shall take effect from 1-7-87.

[No. 7431 F. No. 261/15/87-ITJ]

(आयकर)

का. आ. 3258.— आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस सम्बन्ध में सभी पूर्ववर्ती अधिसूचनाओं का अधिलेखन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (2) में विनिर्दिष्ट रेंजों के अपीलीय सहायक आयुक्त, आयकर से निर्धारित उन सभी व्यक्तियों और आय को छोड़कर जो

आयकर आयुक्त (अपील) के क्षेत्राधिकार में निहित है, उक्त अनुसूची के स्तम्भ (3) की तत्संबंधी प्रविष्टि में विनिर्दिष्ट आयकर परिमण्डलों, वार्डों और जिलों में आयकर से निर्धारित सभी व्यक्तियों और आय के सम्बन्ध में अपने कार्य करेंगे।

अनुसूची		
क्र. सं.	रेंज	आयकर परिमण्डल, वार्ड और जिले
1	2	3
1. अपीलीय सहायक आयुक्त (आयकर), उदयपुर रेंज उदयपुर।		निम्नलिखित के सभी वार्ड और परिमण्डल 1. उदयपुर 2. चित्तौड़गढ़ 3. भीलवाड़ा 4. सिरौही 5. बांसवाड़ा 6. उदयपुर में संपदा शुल्क-व आयकर परिमण्डल 7. पाली 8. सुमेरपुर 9. जालौर निम्नलिखित के सभी वार्ड और जिले:
2. अपीलीय सहायक आयुक्त (आयकर) बीकानेर रेंज, बीकानेर।		1. बीकानेर 2. श्रीगंगानगर 3. हनुमानगढ़ 4. चुरू 5. नागौर 6. बीकानेर और श्रीगंगानगर में संपदा शुल्क एवं आयकर परिमण्डल निम्नलिखित के सभी वार्ड और जिले 7. (क) जोधपुर (ख) बलौतरा (ग) वाड़मेर (घ) जोधपुर में संपदा शुल्क एवं आयकर परिमण्डल।

जहां कहीं कोई आयकर परिमण्डल, वार्ड या उसका कोई भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज में अंतरित कर दिया गया हो, वहां उस आयकर परिमण्डल, वार्ड या जिला अथवा उसके किसी भाग में किए गए निर्धारणों से उत्पन्न होने वाली अपीलें इस अधिसूचना की तारीख से तत्काल पूर्व, रेंज के उस अपीलीय सहायक आयुक्त के समक्ष विचाराधीन पड़ी अपीलों, जिसके अधिकार क्षेत्र से उक्त आयकर परिमण्डल वार्ड या जिला अथवा उसका कोई भाग अंतरित किया गया हो, इस अधिसूचना के लागू होने की तारीख

से रेंज के उस अपीलीय सहायक आयुक्त को अंतरित की जाएगी और उसके द्वारा निपटाई जाएगी, जिसके अधिकार क्षेत्र में उक्त परिमण्डल, वार्ड या जिला अथवा कोई भाग अंतरित किया गया हो।

यह अधिसूचना दिनांक 1-7-1987 से लागू होगी।

[सं. 7430 (फा. सं. 261/15/87-आ.क.न्या.)]

के.पी. गंगुली, विशेष कार्य अधिकारी (न्या.)

INCOME-TAX

S.O. 3258.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax, 1961 (43 of 1961) and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes, hereby directs that Appellate Assistant Commissioner of Income-tax of the Ranges specified in Column 2 of the Schedule below shall perform their functions in respect of all persons and income assessed to Income-tax in the Income-tax Circles, Wards & Districts specified in the corresponding entry in Column (3) thereof excluding all persons and income assessed to Income-tax over which the jurisdiction vests in Commissioner of Income-tax (Appeals).

SCHEDULE

S. No.	Range	Income-tax Circles/Wards and Districts
1	2	3
1. Appellate Asstt. Commissioner of Income-tax Udaipur Range, Udaipur	All wards and Circles at	1. Udaipur 2. Culttorgarh 3. Bhilwara 4. Sirohi 5. Banswara 6. Estate Duty-cum-Income-tax Circle at Udaipur. 7. Pali 8. Sumerpur 9. Jalore
2. Appellate Asstt. Commissioner of Income-tax Bikaner-range Bikaner.	All Wards & Circles at	1. Bikaner 2. Sirganganagar 3. Hanumangarah 4. Churu 5. Nagour 6. Estate Duty-cum-Income-tax Circles at Bikaner and Sirganganagar 7. All wards & circles at (a) Jodhpur (b) Balotra (c) Barmer (d) Estate Duty-cum-Income-tax Circles at Jodhpur.

Whereas the Income-tax Circles/Wards or circle or part thereof stands transferred by this Notification from one Range to another range appeals arising out of assessments made in that circle, wards or Districts or part thereof any pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall from the date of this notification take effect be transferred to and dealt with by the Appellate Asstt. Commissioner of the Range to whom the said circle, ward or District or part thereof is transferred.

This notification shall take effect from 1-7-87.

[No. 7430/F. No. 261/15/87-JTJ]

K. P. GANGULI, Officer on Special Duty (J)

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 9 नवम्बर, 1987

का.आ. 3259:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि श्री नुवुला वेंकटरत्तनम नायडू, ग्राम वंदलुरु, वरासा दाचुर रापुर तालुक, जिला नेल्लोर (आ.प्र.) जो भारत सरकार वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 17 नवम्बर, 1984 की अधिसूचना संख्या एफ. 9/42/83-बीओ-1 के तहत कारपोरेशन बैंक के निदेशक नियुक्त किए गए थे, दिनांक 17 नवम्बर, 1987 से निदेशक नहीं रहेंगे।

[संख्या एफ. 9/37/87-बीओ-1]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 9th November, 1987

S.O. 3259.—In exercise of the powers conferred by clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government is pleased to direct that Shri Nuvvula Venkata Rathnam Naidu, Vandur Village, Vada-Dachur, Rapur Taluk, Nellore District (A.P.) appointed as Director of the Corporation Bank under notification of the Government of India in the Ministry of Finance, Department of Economic Affairs (Banking Division), No. F. 9/42/83-BO. I dated 17th November, 1984 shall cease to hold the office of Director with effect from 17th November, 1987.

[No. F. 9/37/87-BO. I]

का.आ. 3260:—भारतीय औद्योगिक विकास बैंक अधिनियम 1984 की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि श्रीमती रुमा गुहा, प्रबंधक भारतीय औद्योगिक पुनर्निर्माण निगम लि., कलकत्ता (अब भारतीय औद्योगिक पुनर्निर्माण बैंक, कलकत्ता) जो भारत सरकार वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 12 नवम्बर, 1984 की अधिसूचना संख्या 22/8/84-बीओ-1 के तहत भारतीय औद्योगिक विकास बैंक की निदेशक नियुक्त की गई थीं, दिनांक 12 नवम्बर, 1987 से निदेशक नहीं रहेंगी।

[संख्या 7/10/87-बीओ-1]

S.O. 3260.—In exercise of the powers conferred by Section 6 of the Industrial Development Bank of India Act, 1954, the Central Government is pleased to direct that Smt. Ruma Guha, Manager, Industrial Reconstruction Corporation of India Ltd., Calcutta (now Industrial Reconstruction Bank of India Calcutta) appointed as director of the Industrial Development Bank of India under notification of the Government of India in the Ministry of Finance, Department of Economic Affairs (Banking Division) No. 22/8/84-BO. I dated 12th November, 1984 shall cease to hold the office of Director with effect from 12th November, 1987.

[No. F. 7/10/87-BO. I]

नई दिल्ली, 11 नवम्बर, 1987

का.आ. 3261:—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 की 61) की धारा 6 की उपधारा (2) के साथ पठित उनकी उपधारा (1) के खण्ड (छ) और धारा 8 की उपधारा (1) के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा डा. एम.वी. गडगिल, वर्तमान मुख्य महाप्रबन्धक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, की 26 नवम्बर, 1987 से आरम्भ होने वाली और 13 नवम्बर, 1989 को समाप्त होने वाली अवधि के लिए राष्ट्रीय कृषि और ग्रामीण विकास बैंक के प्रबन्ध निदेशक के रूप में नियुक्त करती है।

[संख्या एक. 7/8/87-बीओ-1]

एम.एस. सीतारामन, अवर सचिव

New Delhi, the 11th November, 1987

S.O. 3261.—In pursuance of clause (g) of sub-section (1) of section 6 read with sub-section (2) thereof and clause (a) of sub-section (1) of section 8 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby appoints Dr. M. V. Gadgil presently Chief General Manager, National Bank for Agriculture and Rural Development as the Managing Director of the National Bank for Agriculture and Rural Development for the period commencing on 26th November, 1987 and ending with 13 November, 1989.

[No. F. 7/8/87-BO. I]

M. S. SEETHARAMAN, Under Secy.

का. आ. 3262:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक को सिकांरिण पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध 8 सितम्बर, 1989 की अवधि तक यूनाइटेड इंडस्ट्रियल बैंक लि., कलकत्ता पर उस सीमा तक लागू नहीं होंगे जहाँ तक इनका संबंध गिरवीदार के रूप में बैंक का मैसर्स सुरेंद्र इंजीनियरिंग वर्क्स प्रा. लि., कलकत्ता के शेयरों की धारिता से है।

[संख्या 15/17/87-बी ओ-III]

S.O. 3262.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to United Industrial Bank Ltd., Calcutta for a period upto the 8th September, 1989 in so far as they relate to its holding of the share in M/s. Surendra Engineering Works Pvt. Ltd., Calcutta as pledgee.

[No. 15/17/87-B.O. III]

नई दिल्ली, 16 नवम्बर, 1987

का.आ. 3263:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिकांरिण पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 में उपबन्ध बारी दोआब बैंक लि. पर दिनांक 14 सितम्बर, 1988 तक उस सीमा तक लागू

नहीं होंगे, जहाँ तक इनका संबंध उसके द्वारा प्रेमगढ़, जिला हर्षाशारपुर, पंजाब में धारित भू-सम्पत्ति से है।

[सं. 15/15/87-बीओ-III]

प्राण नाथ, अवर सचिव

New Delhi, the 16th November, 1987

S.O. 3263.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Bari Doab Bank Ltd. for a period upto the 14th September, 1988 in respect of the landed property held by it at Premgarh, District Hoshiarpur, Punjab.

[No. 15/15/87-B.O.III]

PRAN NATH, Under Secy.

नई दिल्ली, 12 नवम्बर, 1987

का.आ. 3364:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 9 के साथ पठित खंड 3 के उपखंड (ख) (1) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा श्री एम.के. मण्डल, विशेष सहायक, यूनियन बैंक आफ इंडिया, राजमहल, वीर-नरीमन रोड, चर्च गेट, बम्बई को यूनियन बैंक आफ इंडिया के निदेशक बोर्ड में, बैंक के कर्मकार कर्मचारियों के प्रतिनिधि के रूप में दिनांक 12 नवम्बर, 1987 से शुरू होने वाली और 11 नवम्बर, 1990 को समाप्त होने वाली तीन वर्षों की अवधि के लिये निदेशक नियुक्त करती है।

[सं. एक.-15/4/85-आई. आर.]

सतपाल भाटिया, अवर सचिव

New Delhi, the 12th November, 1987

S.O. 3264.—In pursuance of sub-clause (b)(i) of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri M. K. Mundul, Special Assistant, Union Bank of India, Raj Mahal, Veer Nariman Road, Churchgate, Bombay as director on the Board of Directors of Union Bank of India for a period of three years commencing on the 12th day of November, 1987 and ending with 11th day of November, 1990, to represent employees of the said bank who are workmen.

[No. F. 7/8/87-BO. II]

S. P. BHATIA, Under Secy.

केन्द्रीय उत्पाद शुल्क : समाहर्तालय

अधिसूचना क्रमांक 12/87

नागपुर, 12 नवम्बर, 1987

का.आ. 3265:—निर्वातन की आयु प्राप्त करने पर निम्नलिखित अधीक्षक समूह "ख", दिनांक 31-10-87 को अपरान्त में शासकीय सेवा से निवृत्त

क्र. सं.	नाम	पदनाम
	सर्वश्री	
(1)	आर. जे. श्रीवास्तव	अधीक्षक (सांख्यिकी) मुख्यालय, नागपुर
(2)	जी. एल. कांबले	अधीक्षक (तकनीकी) प्रभाग 2 नागपुर

[प. सं. II (3) 5/87 स्थापना-I 88437]

जीत राम कैत, उप समाहर्ता (कार्मिक एवं स्थापना)

CENTRAL EXCISE COLLECTORATE

Nagpur, the 12 November, 1987

S.O. 3265.—On attaining the age of Superannuation the following Supdt. C. Ex. Gr. 'B' have retired from the Government Service w.e.f. 31-10-87 A/N.

S. No.	Name	Designation
-----&-----		
	S/Shri	
1.	R. J. Shrivastava	Superintendent (Stata) Hqrs. Nagpur.
2.	G. L. Kamble	Superintendent Divn. II Nagpur.
[C. No. II(3)5/87/Et. I/88437]		
J. R. KAIT, Deputy Collector (P & E)		

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 30 अक्टूबर, 1987

का.आ. 3266 :—कॉयर उद्योग अधिनियम, 1953 (1953 का 45) की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा

श्री आर० बी० पाठक आई० ए० एस० (कैरल 1964) को 21 मितम्बर, 1987 (पूर्वाह्न) से आगामी आदेशों तक कॉयर बोर्ड, कोचीन का अध्यक्ष नियुक्त करती है।

श्री एम० मोहन कुमार, आई० ए० एस० (कैरल: 1964) ने 18 मितम्बर, 1987 के अपराह्न के कॉयर बोर्ड, कोचीन में अध्यक्ष के पद का कार्यभार छोड़ दिया।

[फा सं० 2(8)/86-आई० सी० सी०]

जी० वेंकटरमणन्, संयुक्त सचिव

MINISTRY OF INDUSTRY

(Department of Industrial Development)

New Delhi, the 30th October, 1987

S.O. 3266.—In exercise of the powers conferred by Sub-section (3) of Section 4 of the Coir Industry Act, 1953 (45 of 1953), the Central Government hereby appoints Shri R. B. Pathak, IAS (Kerala 1964) as Chairman, Coir Board, Cochin with effect from the forenoon of the 21st September, 1987, until further orders.

Shri M. Mohan Kumar, IAS (Kerala 1964) relinquished charge of the post of Chairman, Coir Board, Cochin with effect from the afternoon of the 18th September, 1987.

[File No. 2(8)/86-ICC]

G. VENKATARAMANAN, Jt. Secy.

हाउस और नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक बोर्डो

नई दिल्ली, 26 अक्टूबर, 1987

का.आ. 3267 :—भारतीय मानक संस्था (प्रमाणन मुहर) विनियम 1955 के विनियम 4 के अनुसार भारतीय मानक संस्था द्वारा यह अधिसूचना किया जाता है कि नीचे अनुसूची में जिन भारतीय मानकों के संशोधन वर्णित किए गए हैं उनके विनियमों के विनियम 3 के उपविनियम (1) के अधीन प्रदत्त शक्तियों के अनुसार जारी किए गए हैं।

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और शीर्षक	गजट अधिसूचना की संख्या और तिथि जिसमें भारतीय मानक का निर्धारण अधिसूचित हुआ था।	संशोधन की संख्या और तारीख	संशोधन का संक्षिप्त विवरण	संशोधन लागू होने की तारीख
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS : 269-1976 साधारण और अल्प ऊष्मता के पोर्टलैंड सीमेंट (तीव्र पुनरीक्षण)	—	सं. 3 जन. 1985	खण्ड 5.4 (ग) को संशोधित किया गया है।	1985-01-31
2.	IS : 878-1975 अंशोक्ति मापक सिलिन्डर की विशिष्टि (पहला पुनरीक्षण)	एम.ओ. 2505 दिनांक 1979-07-21	सं. 1 जन 1981	1. वर्तमान खण्ड 3.2 के स्थान पर एक नया खण्ड लाया गया है। 2. तालिका 1 का संशोधन किया गया है।	1981-01-31
3.	IS : 1367 (भाग 7)-1980 चूड़ीकृत द्रव्यमान कोलों की तकनीकी संकरण शर्तें भाग 7 बिना स्पष्ट प्रूप भार वाले नट की यांत्रिक अपेक्षाएं और परीक्षण विधियां (दूसरा पुनरीक्षण)	एम.ओ. 3281 दिनांक 1984-10-20	सं. 1 दिन. 1984	1. बरीशाना तालिका 1, 2 और 4 के स्थान पर नई तालिकाएं लाई गयी हैं। 2. (पृष्ठ 2, तालिका 3, पहला स्तम्भ) — "14 एच" के स्थान पर "14 एच, 17 एच" पढ़िये।	1984-12-31

(1)	(2)	(3)	(4)	(5)	(6)
				3. (पृष्ठ 2, व्याख्यात्मक टिप्पणी, चौथा पैराग्राफ)— इस हिस्से को काटिये “IS : 8856-1978 षड्भुज वैल्ड नट की विशिष्टि	
4. IS : 1475-1978 स्व-नियन्त्रित पेय जल शीतलक की विशिष्टि (दूसरा पुनरीक्षण)	एस.ओ. 2178 दिनांक 1981-08-15	सं. 2 अक्तू. 1984	1. खण्ड 0.2 के उपरान्त नया खण्ड 0.2.1 जोड़ा गया है।	1984-10-31	
			2. वर्तमान खण्ड 2.5 से 2.7, 3.1, 3.1.3, 4.3.1, 5.10, 5.13, 6.5.6 और 6.7.3.5 के स्थान पर नये खण्ड लाये गये हैं।		
			3. (पृष्ठ 6, खण्ड 4.3, पंक्ति 1)—“विभिन्न” की जगह “सभी” पढ़िये।		
			4. तालिका 1 का शीर्षक बदला गया है।		
			5. (पृष्ठ 9, खण्ड 5.15, पहला वाक्य)—वाक्य के अंत में “यदि आवश्यक हो” जोड़िये।		
			6. (पृष्ठ 9, खण्ड 5.16, पंक्ति 1 और 2)—“IS : 694 (भाग 1)-1964” के स्थान पर “IS : 694-1977” पढ़िये।		
			7. (पृष्ठ 9)—“+” चिन्ह की पाद-टिप्पणी के स्थान पर नयी पादटिप्पणी लाई गई है।		
			8. खण्ड 6.7.3.3 के स्थान पर नया खण्ड लाया गया है।		
5. IS : 1489-1976 पोर्टलैंड-पोजोलाना सीमेंट की विशिष्टि (दूसरा पुनरीक्षण)	एस.ओ. 3822 दिनांक 1979-11-24	सं. 3 फर. 1985	1. तालिका 1 को संशोधित किया गया है। 2. खण्ड 6.4.1 (ख) का संशोधन किया गया है।	1985-02-28	
6. IS : 1885 (भाग 48/खण्ड 1)-1978 विद्युत तकनीकी शब्दावली : भाग 48 रिकार्डिंग, खण्ड 1 टेपरिकाडिंग	एस.ओ. 2584 दिनांक 1981-10-03	सं. 1 जन. 1985	खण्ड 2.2.26, 3.70 और 4.30 के उपरान्त क्रमशः खण्ड 2.2.27, 3.71 से 3.81 और 4.31 से 4.45 जोड़े गये हैं।	1985-01-31	
7. IS : 1885 (भाग 48/खण्ड 2)-1978 विद्युत तकनीकी शब्दावली भाग 48 रिकार्डिंग, खण्ड 2 त्रिक्रिका रिकार्डिंग	एस.ओ. 2322 दिनांक 1982-07-03	सं. 1 दिस. 1984	खण्ड 4.71 के उपरान्त नये खण्ड 5 से 5.13 जोड़े गये हैं।	1984-12-31	
8. IS : 1989 (भाग 1) 1978 चमड़े के सुरक्षा बूट और जूतों की विशिष्ट भाग 1 खनिकों के लिये (तीसरा पुनरीक्षण)	”	सं. 1 नव. 1982	1. खण्ड 8.2, 8.7, 8.16, 14.2, 14.7 और 14.16 के स्थान पर नये खण्ड लाये गये हैं।	1982-11-30	

(1)	(2)	(3)	(4)	(5)	(6)
				2. पृष्ठ 5 पर “§” चिन्ह वाली, पृष्ठ 6 पर “ ” चिन्ह वाली, पृष्ठ 13 पर “//” चिन्ह वाली और पृष्ठ 14 पर “≠” चिन्ह वाली पाद- टिप्पणियां बदली गयी हैं।	
				3. खण्ड 8.5 9.11,, 9.12, 15.5, 15.10, और 15.11 को संशोधित किया गया है।	
				4. खण्ड 3.2 के उपरान्त नया खण्ड 3.3 जोड़ा गया है।	
				5. खण्ड 8.9.2, 8.13, 9.13, 10.4, 11.1, 14.9.2, 14.13, 15.12 और 17.1 को संशोधित किया गया है।	
9.	IS : 1989 (भाग 2)—1978 चमड़े के सुरक्षा बूट और जूतों की विशिष्ट भाग 2 भारी घात्विक उद्योगों के लिए (तीसरा पुनरीक्षण)	एस.ओ. 2322 दिनांक 1981-07-03	सं. 1 दिस. 1984	1. खण्ड 8.2, 8.4, 8.13, 8.16, 14.2, 14.4, 14.7 और 14.16 को परिवर्तित किया गया है।	1984-12-31
				2. पृष्ठ 5 पर “§” चिन्ह वाली, पृष्ठ 6 पर “π” चिन्ह वाली, पृष्ठ 13 पर “≠” चिन्ह वाली और पृष्ठ 14 पर “*” चिन्ह वाली पादटिप्पणियां बदली गयी हैं।	
				3. खण्ड 8.5, 8.7, 9.11.12, 14.13, 15.5, 15.10 और 15.11 को संशोधित किया गया है।	
				4. खण्ड 3.2 के उपरान्त खण्ड 3.3 जोड़ा गया है।	
				5. खण्ड 8.3, 9.13, 14.3 और 15.12 के उपरान्त नयी टिप्पणी जोड़ी गई है।	
				6. खण्ड 8.9.2, 9.13, 10.4, 11.1, 14.9.2, 14.13, 15.12 और 17.1 को संशोधित किया गया है।	
				7. पृष्ठ 8 पर तालिका 1 का संशोधन किया गया है।	
10.	IS : 2074—1979 प्राइमिंग, रेड आक्साईड जिग-क्रोम, हवा से सूखने वाले तैयार मिश्रित पेन्ट की विशिष्ट (पहला पुनरीक्षण)	एस.ओ. 3274 दिनांक 1983-08-20	*सं. 1 जन. 1985	1. वर्तमान खण्ड 4.1 से 4.1.2 के स्थान पर नये खण्ड लाये गये हैं।	1985-01-31
				2. पृष्ठ 4 पर “§”, “≠”, “//”, “+” और “π” चिन्हों वाली पाद-टिप्पणियां परिवर्तित की गई हैं।	
				3. वर्तमान तालिका 1 के स्थान पर नई तालिका लाई गई है।	

*भा मा संस्था प्रमाणन चिन्हांकन योजना के लिये यह संशोधन 1985-04-01 से लागू किया जायगा।

(1)	(3)	(4)	(5)	(6)
11. IS : 2155-1982 हॉट ब्रिक्केट के लिये शीत फोर्ड ठोस इस्पात रिबेट (6 से 16 मिमी. व्यास) की विशिष्ट (पहला पुनरीक्षण)	—	सं. 1 दिस. 1984	तालिका 1 और 4 का संशोधन किया गया है।	1984-12-31
12. IS : 2380 (भाग 1 से 21) —1977 लकड़ी अंश के बोर्ड और अन्य लिग्नेसिलोजी पदार्थों से बने बोर्ड की परीक्षण विधियाँ (पहला पुनरीक्षण)	एस. ओ. 2118 दि. 1980-08-09 मई 1984	सं. 2	1. खण्ड 2.3, 3.2 और 2.2.1 में परिवर्तन किया गया है। 2. खण्ड 4.1 और 2.2.2 को संशोधित किया गया है।	1984-05-31
13. IS : 2911 (भाग 1 खण्ड 1) —1979 रोम नींव डिजाइन और निर्माण की रीति संहिता, भाग 1 कंक्रीट रोम, खण्ड 1 प्रेरित छली स्वस्थाने कंक्रीट रोम (पहला पुनरीक्षण)	एस. ओ. 3274 दि. 1983-08-20 दिस. 1984	सं. 2	1. खण्ड 5.1, 5.3.1, 5.3.1.1, 5.11.1, 6.2, 7.1, 7.7 और ए-3.1 का संशोधन किया गया है। 2. पृष्ठ 9 पर “*” और “+” चिन्ह वाली और पृष्ठ 15 पर “**” चिन्ह वाली पादटिप्पणियों को बदला गया है। 3. (पृष्ठ 10, खण्ड 5.3.1.3)—इसे काटिये। 4. (पृष्ठ 10, पादटिप्पणी)—इसे काटिए। 5. (पृष्ठ 14, खण्ड 5.11.1, टिप्पणी)—इसे काटिए। 6. पृष्ठ 27 पर तालिका 2 और पृष्ठ 28 पर रेखाचित्र 4 का संशोधन किया गया है। 7. पृष्ठ 8 पर “+” चिन्ह वाली और पृष्ठ 9 पर “†” चिन्ह वाली पादटिप्पणियाँ जोड़ी गई हैं। 8. खण्ड 5.11.2 के उपरान्त एक टिप्पणी जोड़ी गई है।	1984-12-31
14. IS : 2911 (भाग 1 खण्ड 3) —1979 रोम नींव डिजाइन और निर्माण की रीति संहिता, भाग 1 कंक्रीट रोम, खण्ड 3 प्रेरित पूर्वदृष्टी कंक्रीट रोम (पहला पुनरीक्षण)	एस. ओ. 3274 दि. 1983-08-20 दिस. 1984	सं. 2	1. खण्ड 2.15, 5.3.1.1, 5.11.7.3, 6.2, 7.5.7, 8.2.2, 8.3.3, 8.5.1, 8.5.3, खण्ड ए-2.2 की अनौपचारिक तालिका और खण्ड बी-1.2 का संशोधन किया गया है। 2. पृष्ठ 9 पर “*” और “+” चिन्ह वाली, पृष्ठ 16 पर “+” चिन्ह वाली, पृष्ठ 18 पर “*” चिन्ह वाली और पृष्ठ 26 पर “+” चिन्ह वाली पाद टिप्पणियों को परिवर्तित किया गया है।	1984-12-31

(1)	(2)	(3)	(4)	(5)	(6)
				3. (पृष्ठ 24, 25 और 26 पर IS : 1343 से सम्बद्ध पादटिप्पणी) —वर्तमान पादटिप्पणी के स्थान पर निम्नलिखित पढ़िये : “पूर्वप्रतिबलित कंक्रीट की रीति संहिता”	
				4. (पृष्ठ 10, खण्ड 5.3.1.3)—इसे काटिए ।	
				5. (पृष्ठ 10, पादटिप्पणी)—इसे काटिए ।	
				6. (पृष्ठ 16, संशोधन संख्या 1 द्वारा परिष्कृत खण्ड 5.11.7.1 टिप्पणी)—इसे काटिए ।	
				7. तालिका 3 (पृष्ठ 36) और रेखा-चित्र 4 (पृष्ठ 37) का संशोधन किया गया है ।	
				8. खण्ड 5.1, 5.3.1, 5.11.7.1 और 7.2 का संशोधन किया गया है ।	
15. IS : 2998—1982 कोल्ड ब्लोजिंग के लिए कोल्ड फोर्ड्स इस्पात रिबेट (1 से 16 व्यास) की विशिष्टि (पहला पुनरीक्षण)		सं. 2 दिस. 1984	1. खण्ड 5.4 का संशोधन किया गया है । 2. पृष्ठ 2 पर तालिका 1, पृष्ठ 3, 4 और 5 तालिका 2, 3, 4 और पृष्ठ 6 पर तालिका 5 का संशोधन किया गया है ।	1984-12-31	
16. IS : 3120—1978 शिगु एस ओ 2274 ऊष्मायित्र की विशिष्टि (पहला पुनरीक्षण)		सं. 1 दि. 1981-09-29 दिस. 1984	1. खण्ड 5.10 और 5.10.1 को काट दिया गया है और तदन्तर खण्ड को तदनुसार पुनर्क्रमिकन किया गया है । 2. खण्ड 5.10.2, 9.11.1, 9.13, 9.14, 9.14.1, 9.15 और 9.15.1 का संशोधन किया गया है । 3. खण्ड 5.10.3, 5.10.4, 5.10.5, 9.11, 9.12, 9.12.1 और 9.12.2 के स्थान पर नए खण्ड लाए गए हैं । 4. (पृष्ठ 9 और 11 पर खण्ड 6.1 से 6.9, 8.1, 9.2 और 9.4 से 9.10)—जहां कहीं “IS: 302—1973” आए सो “IS: 302—1979” पढ़िए । 5. (पृष्ठ 9 और 11, पादटिप्पणी, दूसरी पंक्ति)—“चौथे” के स्थान पर “पांचवा” पढ़िए । 6. (पृष्ठ 10, खण्ड 8.3)—इसे काटिए ।	1984-12-31	

(1)	(2)	(3)	(4)	(5)	(6)
17.	IS: 3520—1979 जल घुलनशील सोडियम कार्बोक्सि- मिथाइल सेलुलोज की वि- शिष्टि (पहला पुनरीक्षण)	एस. ओ. 3449 दि. 1982-10-02 दिस. 1984	*सं. 1 दिस. 1984	1. खण्ड बी-2.3 को संशोधित किया गया है। 2. खण्ड 3.6.1 के उपरान्त खण्ड 3.7 जोड़ा गया है। 3. अनुच्छेद सी के उपरान्त अनुच्छेद डी जोड़ा गया है।	1984-12-31
18.	IS: 3898—1981 जिनेव, तकनीकी की विशिष्टि (पहला पुनरीक्षण)	एस. ओ. 1013 दि. 1985-03-09	सं. 1 दिस. 1984	1. खण्ड 0.2, 5.2 और ए-3.1 का संशोधन किया गया है। 2. पृष्ठ 3 और 5 पर “*” चिन्ह वाली पादटिप्पणियों को परिवर्तित किया गया है। 3. पृष्ठ 4 पर तालिका 1 को संशोधित किया गया है। 4. वर्तमान खण्ड 4.1 टिप्पणी सहित के बदले नया खंड दिया गया है।	1984-12-31
19.	IS: 4258—1982 धात्विक पदार्थों के लिए कठोरता परि- वर्तन तालिकाएं (पहला पुन- रीक्षण)	एस. ओ. 3992 दि. 1985-08-24	सं. 1 दिस. 1984	1. पृष्ठ 4, खण्ड 1.1 (ख)— “तालिका 2” के स्थान पर “तालिका 2 और 3” पढ़िए। 2. पृष्ठ 4, खण्ड 1.1 (ग)— “तालिका 3” के स्थान पर “ता- लिका 4” पढ़िए। 3. (पृष्ठ 11, तालिका 3)—“ता- लिका 3” के स्थान पर “तालिका 4” पढ़िए। 4. तालिका 2 के उपरान्त तालिका 3 जोड़ी गई है।	1984-12-31
20.	IS: 6014—1978 पाइरेथ्रम आधारित पायसनीय लार्वानाशक तेल की विशिष्टि (पहला पुनरीक्षण)	एस. ओ. 3416 दि. 1980-12-13	सं. 3 जन. 1985	1. वर्तमान खण्ड 2.1, 2.2.1 और 4.1 (मय टिप्पणी) को परिवर्तित किया गया है। 2. पृष्ठ 7 पर “*” चिन्ह वाली पाद- टिप्पणी के उपरान्त “+” चिन्ह वाली पादटिप्पणी जोड़ी गई है।	1985-01-31
21.	IS: 6403—1981 छिछली मींव की वाहन क्षमता नि- र्धारण की रीति संहिता (पहला पुनरीक्षण)	एस. ओ. 1013 दि. 1985-03-09	सं. 1 मई 1984	1. खण्ड 5.2.2, 5.3.3 और 6.1.1 का संशोधन किया गया है। 2. पृष्ठ 13 पर रेखाचित्र 3 का संशो- धन किया गया है। 3. रेखाचित्र 4 के वर्तमान शीर्षक को परिवर्तित किया गया है। 4. तालिका 4 और खण्ड 5.3.3 का संशोधन किया गया है। 5. (पृष्ठ 15, “+” चिन्ह वाली पाद- टिप्पणी)—शब्द “परिकलन” के पहिले शब्द “धंसन का” जोड़िए। 6. पृष्ठ 15 पर एक नई “§” चिन्ह वाली पाद टिप्पणी जोड़ी गई है।	1984-05-31

*भा मा संस्था प्रमाणन चिह्नानुयोजन योजना के लिए यह संशोधन 1985-04-01 से लागू होगा।

(1)	(2)	(3)	(4)	(5)	(6)
22.	IS : 7328-1974 गढ़न और निष्कासन के लिए उत्कृष्ट घनत्व के पालीएथिलीन पदार्थों की विशिष्टि	एस.ओ. 776 दि सं. 1 1976-02-21 फर. 1975	सं. 1	वर्तमान खण्ड 44 के विषय वस्तु को परिवर्तित किया गया है।	1985-02-28
23.	IS : 7401-1974 विस्फोटक और आतिशबाजी उद्योगों के लिए पैराफीन मोम की विशिष्टि	एस. ओ. 1232 वि. 1976-04-03	*सं. 2 जन. 1985	1. खण्ड 0.2 और ए-3.1 को संशोधित किया गया है। 2. पृष्ठ 3 पर "*" चिन्ह वाली पाद-टिप्पणी को परिवर्तित किया गया है। 3. खण्ड 1.1 के उपरान्त नया खण्ड 1.1.1 जोड़ा गया है।	1985-01-31
24.	IS : 8190 (भाग 4)-1979 कीटनाशक पदार्थों के डिब्बा-बंदी की अपेक्षाएं: भाग 4 धूमक	एस. ओ. 2508 दिनांक 1982-07-17	सं. 1 फर. 1985	वर्तमान तालिका 1 को बदला गया है।	1985-02-28
25.	IS : 8343-1977 पीटरसंस नमने की बायोप्सी चिमटी की विशिष्टि	एस. ओ. 612 दि. 1980-03-15	सं. 1 दिस. 1984	1. पृष्ठ 1 पर वर्तमान शीर्षक का संशोधन किया गया है। 2. (पृष्ठ 1, खण्ड 1, पंक्ति 1) — "पीटरसंस" के स्थान पर "पैटरसंस" पढ़िये। 3. वर्तमान रेखाचित्र 1 के स्थान पर नया रेखाचित्र लाया गया है।	1984-12-31
26.	IS : 8588 (भाग 1)-1972 ऊष्म स्थैतिक द्विधातुओं की विशिष्टि भाग 1 सामान्य अपेक्षाएं और परीक्षण विधियां	एस. ओ. 2116 वि. 1980-08-09	सं. 1 दिस. 1984	1. खण्ड 0.3, 2.4, 9.2, 9.2.1 और 9.5 को परिवर्तित किया गया है। 2. खण्ड 2.2, 9.1.1 (क), 9.1.3 और 9.4.1 को संशोधित किया गया है। 3. (पृष्ठ 4, खण्ड 2.6 के नीचे टिप्पणी पुनर्क्रमांकन पश्चात खण्ड 2.7) — "20° से." के स्थान पर "27° से" पढ़िये। 4. पृष्ठ 8 पर रेखाचित्र के स्थान पर नया रेखाचित्र दिया गया है। 5. खण्ड 2.3 के उपरान्त खण्ड 2.4 जोड़ा गया है और तदनुसार तदनन्तर खण्डों का पुनर्क्रमांकन किया गया है।	1984-12-31
27.	IS : 8828-1978 1000 वी. सीमा तक बोल्टता के एसी सर्फिट के लिये लघुरूप वायु तोड़ सर्फिट विघनक की विशिष्टि	एस. ओ. 20001 वि. 1981-07-25	सं. 2 जुलाई, 1983	खण्ड 8.2.1 के उपरान्त नया खण्ड 8.2.2 जोड़ा गया है।	1983-07-31

*भा. मा. संस्था प्रमाणन चिह्नोक्त योजना के लिए यह संशोधन 1985-04-01 से लागू होगा।

28. IS : 9303-1979 संसाधित एस. ओ. 358 सं. 1 चक्रिका रिकार्ड की विशिष्ट दिनांक जन. 1985 1983/01-15	1. वर्तमान खण्ड 5.7.1 के स्थान पर नया खण्ड लाया गया है। 2. पृष्ठ 8 पर रेखाचित्र 1 और पृष्ठ 9 पर रेखाचित्र 2 बदले गये हैं। 3. (पृष्ठ 8, खण्ड 5.8.2.2)—इसे काटिये।	1985-01-31
29. IS : 9339-1980 नवनिर्मित एस. ओ. 3429 सं. 1 अल्पदबाव के वैल्वेड इस्पात दि. दिस. गैस सिलिंडरों के 1984-11-03 1984 आक्षुष निरीक्षण की रीति संहिता	प्रथम आवरण पृष्ठ व पृष्ठ 1 और 3 पर वर्तमान शीर्षक के स्थान पर नया शीर्षक दिया गया है।	1984-12-31
30. IS : 9702-1980 ध्वनि एस. ओ. 1013 सं. 1 रिकार्डिंग और पुनरुत्पादन के दि. दिस. लिये चुम्बकीय टेप केसैट की 1985-03-09 1984 विशिष्ट	1. खण्ड 4.1, 7.7. और 10.2 का संशोधन किया गया है। 2. खण्ड 4.4, 7.1. 10.1 और 10.1.1 को परिवर्तित किया गया है। 3. पृष्ठ 5 पर “*” “चिन्ह वाली पादटिप्पणी के स्थान पर नहीं पादटिप्पणी दी गई है। 4. खण्ड 7.3 के नीचे एक टिप्पणी जोड़ी गई है। 5. तालिका 1 में वर्तमान टिप्पणी का नम्बर टिप्पणी 1 किया गया है और टिप्पणी 2 जोड़ी गई है। 6. तालिका 2 का संशोधन किया गया है।	1984-12-31
31. IS : 9751-1981 निलंबक एस. ओ. 4412 सं. 1 पट्टी की विशिष्ट दि. दिस. 1985-12-15 1984	1. खण्ड 5.1 और 6 के स्थान पर नये खण्ड लाये गये हैं। 2. वर्तमान रेखाचित्र 3 को परिवर्तित किया गया है। 3. खण्ड 4.4 के उपरान्त नया खण्ड 4.5 जोड़ा गया है।	1984-12-31
32. IS : 9893-1981 पूर्वठले एम. ओ. 2148 सं. 1 कंथ्रीट लिन्टेन और दहलीज दि. दिस. की विशिष्ट 1985-05-18 1984	1. वर्तमान खण्ड 0.3, 2.1.4 और 6.1 के स्थान पर नये खण्ड लाये गये हैं। 2. खण्ड 6.2 का संशोधन किया गया है।	1984-12-31
33. IS : 10001-1981 एस. ओ. 4688 सं. 2 (20 किवा तक के सामान्य फर. उपयोग के स्थिरगति संपीडन 1984-12-29 1985 ज्वलन (डीजल) इंजन की निष्पादन अपेक्षाओं की विशि- ष्ट	1. (पृष्ठ 1, खण्ड 1, पंक्ति 2)— शब्द “कृपीय और अन्य” काटिये। 2. खण्ड 3.1 और 3.1.1 को संशोधित 3. वर्तमान खण्ड 4.2 में परिवर्तित किया गया है।	1985-02-28
34. IS : 10212 (भाग 1) — — सं. 1 1982 विस्फोटकों की डिब्बा- मार्च बन्दी की सामान्य अपेक्षाएं, 1985 भाग 1 व्यावसायी उत्तम विस्-	1. खण्ड 0.2, 0.3 और 4.1 (ग) का संशोधन किया गया है। 2. तालिका 1 और 2 का संशोधन किया गया है।	1985-03-31

1	2	3	4	5	6
फोटक				3. खण्ड 5. 3. 1 के स्थान पर नया खण्ड लाया गया है। 4. (पृष्ठ 6, खण्ड 5. 3. 1. 1)—इसे काटिये 5. (पृष्ठ 6, तालिका 2, “ ५ ” चिन्ह की पादटिप्पणी) — इसे काटिये। 6. (पृष्ठ 7, अनुच्छेद ए, खण्ड ए—1 IV)—“16 किग्रा एफ/सिमी ^२ , के स्थान पर “14 किग्रा एफ/सिमी ^२ , पढ़िये। 7. (पृष्ठ 7, अनुच्छेद ए, खण्ड ए-1, टिप्पणी)—; इसे काटिये। 8. अनुच्छेद ए में खण्ड ए-1. 1 को संशोधित किया गया है।	
35. IS : 10238—1982 इस्पात संरचनाओं के लिये स्टेप बोल्ट्स की विशिष्टि	एस. ओ. 3998 दि. 1985-08-24	सं. 2 दि. 1984	1. रेखाचित्र 1 का संशोधन किया गया है। 2. खण्ड 6. 5 के उपरान्त खंड 7 जोड़ा गया है। 3. पृष्ठ 2 पर नया रेखाचित्र जोड़ा गया है।	1984212-31	

इन भारतीय मानकों की प्रतियां भारतीय मानक संस्था, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली—110002 तथा इसके क्षेत्रीय कार्यालय बम्बई, कलकत्ता, मद्रास और चंडीगढ़ और इसके शाखा कार्यालय अहमदाबाद, बंगलोर, भोपाल, भुवनेश्वर, हैदराबाद, जयपुर, कानपुर, पटना और त्रिवेन्द्रम से प्राप्त की जा सकती है।

[सं. सी एम डी 13 : 5]
बी. एन. सिंह, अपर महानिदेशक

MINISTRY OF FOOD & CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 26th October, 1987

S.O. 3267.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

SCHEDULE

Sl. No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the amendment	Brief Particulars of the Amendment	Date from which the amendment shall have effect
1	2	3	4	5
1. IS : 269—1976 Specification for ordinary and low heat portland cement (Third Revision)	—	No. 3 Jan 1985	—Clause 5.4(c) has been amended	1985-01-31

(1)	(2)	(3)	(4)	(5)	(6)
2. IS : 878—1975 Specification for graduated measuring clinders (First Revision)	S.O. 2505 dt. 1979-07-21	No. 1 Jan 1981	(i) Existing clause 3.2 has been substituted by a new one (ii) Table 1 has been amended	1981-01-31	
3. IS : 1367 (Part VII)—1980 Technical supply conditions for threaded steel fasteners Part VII Mechanical properties and test methods for nuts without specified proof loads (Second Revision)	S.O. 3281 dt. 1984-10-20	No. 1 December 1984	(i) Existing tables 1, 2 and 4 has been substituted by new ones (ii) (Page 2, Table 3, first column)—Substitute '1 H', '17H' for '14H' (iii) (Page 2, Explanatory Note, fourth para)—Delete 'IS 8856—1978 Specification for hexagon weld nuts.	1984-12-31	
4. IS : 1475—1978 Specification for self-contained drinking water coolers (Second Revision)	S.O. 2178 dt. 1981-08-15	No. 2 October 1984	(i) New clause 0.2.1 has been added after clause 0.2 (ii) Existing clauses 2.5 to 2.7, 3.1, 3.1.3, 4.3.1, 5.10, 5.13, 6.5.6 and 6.7.3.5 have been substituted by new ones (iii) (Page 6, clause 4.3, line 1)—Substitute 'different' for 'all' (iv) Existing title of table 1 has been substituted by a new one (v) (Page 9, clause 5.15, first sentence)—Add at the end of the sentence the word 'if necessary' (vi) (Page 9, clause 5.16, lines 1 and 2)—Substitute 'IS : 694—1977' for 'IS : 694 (Part 1)—1964' (vii) Existing foot note with '+' mark (Page 9) has been substituted by new one (viii) Existing text of clause 6.7.3.3 has been substituted by new one	1984-10-31	
5. IS : 1489—1976 Specification for portland-pozzolana cement (Second Revision)	S.O. 3822 dt. 1979-11-24	No. 3 February 1985	(i) Table 1 has been amended (ii) Clause 6.4.1(b) has been amended	1985-02-28	
6. IS : 1885 (Part SLVIII/Sec 1) 1978 Electro-technical vocabulary Part XLVIII Recording; Sec 1 Tape Recording	S.O. 2584 dt. 1981-10-03	No. 1 January 1985	New clause 2.2.27, 3.71 to 3.81 and 3.30 to 4.45 have been added after clauses 2.2.26, 3.70 and 4.30 respectively	1985-01-31	

(1)	(2)	(3)	(4)	(5)	(6)
7. IS: 1885 (Part XLVIII/Sec 2)—1978 Electro-technical vocabulary; Part XLVIII Recording; Section 2 Disk Recording	S.O. 2322 dt. 1982-07-03	No. 1 December 1984	New clauses 5 to 5.13 have been added after clause 4.71		1984-12-31
8. IS: 1989 (Part I)—1978 Specification for leather safety boots and shoes; Part 1 for miners (Third Revision)	-do-	No. 1 November 1982	(i) Clauses 8.2, 8.7, 8.16, 14.2, 14.7 and 14.16, have been substituted by new ones (ii) Existing foot-notes with '§' mark (Page 5), with 'π' mark (Page 6) with '⌘' mark (Page 13) and '‡' mark (Page 14) have been substituted by new ones (iii) Clauses 8.5, 9.11, 9.12, 15.5, 15.10 and 15.11 have been amended (iv) New clause 3.3 has been added after clause 3.2 (v) Clauses 8.9.2, 8.13, 9.13, 10.4 11.1 14.9.2, 14.13, 15.12 and 17.1 have been amended		1982-11 -30
9. IS: 1989 (Part II)—1978 Specification for leather safety boots and shoes; Part II for Heavy metal industries (Third Revision)	S.O. 2322 dt. 1981-07-03	No. 1 December 1984	(i) Clauses 8.2, 8.4, 8.13, 8.16 14.2, 14.4, 14.7 and 14.16 have been substituted by new ones (ii) Existing foot-notes with '§' mark (Page 5), with 'π' mark (Page 6) with '‡' mark (Page 13) and with "*" mark (Page 14) have been substituted by new ones (iii) Clauses 8.5, 8.7, 9.11.12, 14.13, 15.5, 15.10 and 15.11 have been amended (iv) New clause 3.3 has been added after 3.2 (v) New note have been added after clauses 8.3, 9.13, 14.3 and 15.12 respectively (vi) Clauses 8.9.2, 9.13, 10.4, 11.1, 14.9.2, 14.13, 15.12 and 17.1 have been amended (vii) Table 1 (Page 8) has been amended		1984-12-31

(1)	(2)	(3)	(4)	(5)	(6)
10. IS: 2074—1979 Specification for ready mixed paint, air drying, red oxide-zinc chrome, priming (First Revision)	S.O. 3274 dt. 1983-08-20	*No. 1 January 1985	(i) Existing clauses 4.1 to 4.1.2 have been substituted by new ones (ii) Foot-notes with '§', '†', and '‡', marks (Page 4) have been substituted by new ones (iii) Existing table 1 has been substituted by a new one	1985-01-31	
*For purposes of ISI Certification Marks Scheme, this amendment shall come into force with effect from 1985-04-01.					
11. IS: 2155-1982 Specification for cold forged solid steel rivets for hot closing (6 to 16 mm Diameter) (First Revision)	—	No. 1 December 1984	Tables 1 and 4 have been amended	1984-12-31	
12. IS: 2380 (Part 1 to XXI)—1977 Methods of test for wood particle boards and boards from other lignocellulosic materials (First Revision)	S.O. 2118 dt. 1980-08-09	No. 2 May 1984	(i) Clauses 2.3, 3.2 and 2.2.1 have been substituted by new ones (ii) Clauses 4.1 and 2.2.2 have been amended	1984-05-31	
13. IS: 2911 (Part 1/Sec 1)—1979 Code of practice for design and construction of pile foundations; Part 1 Concrete piles; Section 1 Driven Cast in-Situ Concrete Piles (First Revision)	S.O. 3274 dt. 1983-08-20	No. 2 December 1984	(i) Clauses 5.1, 5.3.1, 5.3.1.1, 5.11.1, 6.2, 7.1, 7.7 and A.3.1 have been amended (ii) Existing foot-note with '*' and '+' marks (Page 9) and with '**' mark (Page 15) have been substituted by new ones (iii) (Page 10, clause 5.3.1.3)—Delete (iv) (Page 10, foot-note)—Delete (v) (Page 14, clause 5.11.1—note)—Delete (vi) Table 2 (Page 27) and Fig. 4 (Page 28) have been amended (vii) New foot-notes with '+' mark (Page 8) and with '≠' mark (Page 9) have been added (viii) A note has been added at the end of clause 5.11.2	1984-12-31	
14. IS: 2911 (Part 1/Sec 3)—1979 Code of practice for design and construction of pile foundations; Part 1 Concrete Piles; Section 3 Driven precast concrete piles (First Revision)	S.O. 3274 dt. 1983-08-20	No. 2 December 1984	(i) Clauses 2.15, 5.3.1.1, 5.11.7.3, 6.2, 7.5.7, 8.2.2, 8.3.3, 8.5.1, 8.5.3, informal table of A-2.2 and B-1.2 have been amended? (ii) Existing foot-notes at page 9 with '*' and '+' marks, at page 16 with '+' mark, at page 18 with '**' mark, and page 26 with '†' mark have been substituted by new ones	1984-12-31	

(1)	(2)	(3)	(4)	(5)	(6)
				(iii) (Pages 24, 25 and 26, foot-note for IS: 1343)—Substitute the following for the existing foot-note: 'Code of practice for prestressed concrete (First Revision)'	
				(iv) (Page 10, clause 5.3.1.3)—Delete	
				(v) (Page 10, foot note)—Delete	
				(vi) (Page 16, clause 5.11.7.1 read with Amendment No. 1, Note)—Delete	
				(vii) Table 3 (Page 36) and Fig. 4 (Page 37) has been amended	
				(viii) Clauses 5.1, 5.3.1, 5.11.7.1 and 7.2 have been amended	
15. IS: 2998—1982 Specification for cold forged steel rivets for cold closing (1 to 16 mm Diameter) (First Revision)			No. 2 December, 1984	(i) Caluse 5.4 has been amended (ii) Tables 1 (Page 2), 2, 3, 4 (Page 3.4 and 5) and 5 (Page 6) have been amended	1984-12-31
16. IS: 3120 —1978 Specification for baby incubators (First Revision)	S.O. 2274 dt. 1981-08-29		No. 1 December 1984	(i) Clauses 5.10 and 5.10.1, have been deleted and the subsequent clauses renumber accordingly (ii) Clauses 5.10.2, 9.11.1, 9.13, 9.14, 9.14.1, 9.15 and 9.15.1, have been amended (iii) Clauses 5.10.3, 5.10.4, 5.10.5, 9.11, 9.12, 9.12.1 and 9.12.2, have been substituted by new ones. (iv) (Page 9, and 11, clauses 6.1 to 6.9, 8.1, 9.2, 9.4 to 9.10)—Substitute 'IS: 302—1979' for 'IS: 302—1973' wherever it appears (v) (Pages 9 and 11, foot-note, second line)—Substitute 'fifth' for 'fourth' (vi) (Page 10, clause 8.3)—Delete	1984-12-31
17. IS: 3520—1979 Specification for water-soluble sodium carboxymethyl cellulose (First Revision)	S.O. 3449 dt. 1982-10-02		*No. 1 December 1984	(i) Clause B-2.3 has been amended (ii) New clause 3.7 has been added after clause 3.6.1 (iii) New Appendix D has been added after Appendix C	1984-12-31

1	2	3	4	5	6
18. IS: 3898—1981 Specification for Zineb. Technical (First Revision)	S.O. 1013 dt. 1985-03-09	No. 1 December 1984	(i) Clauses 0.2, 5.2 and A-3.1 have been amended (ii) Existing foot-notes with “*” marks (Pages 3 and 5) have been substituted by new ones (iii) Table 1 at page 4 has been amended (iv) Existing clause 4.1 with Note, has been substituted by a new one	1984-12-31	
19. IS: 4258—1982 Hardness conversion tables for metallic materials (First Revision)	S.O. 3992 dt. 1985-08-24	No. 1 December 1984	(i) (Page 4, clause 1.1 (b)—Substitute ‘Tables 2 and 3’ for ‘Table 2’ (ii) (Page 4, clause 1.1 (c)—Substitute ‘Table 4’ for for ‘Table 3’ (iii) (Page 11, Table 3)—Substitute ‘Table 4’ for Table 3’ (iv) New table 3 has been added after table 2	1984-12-31	
20. IS : 6014—1978 Specification for emulsifiable larvicidal oil, pyrethrum based (First Revision)	S.O. 3416 dt. 1980-12-13	No. 3 January 1985	(i) Existing clauses 2.1, 2.2.1 and 4.1 (with note) have been substituted by new ones (ii) New foot-note with ‘+’ mark has been added after foot-note with “*” mark (Page 7)	1985-01-31	
21. IS : 6403—1981 Code of practice for determination of bearing capacity of shallow foundations (First Revision)	S.O. 1013 dt. 1985-03-09	No. 1 May 1984	(i) Clauses 5.2.2, 5.3.3, and 6.1.1 have been amended (ii) Fig. 3 (Page 13) has been amended (iii) Existing caption of Fig. 4 has been substituted by a new ones (iv) Table 4 and clause 5.3.3 has been amended (v) (Page 15, foot-note with ‘+’ mark)—Add the words ‘of settlement’ after ‘calculation’ (vi) An additional foot-note with ‘§’ mark has been added at page 15	1984-05-31	
22. IS : 7328—1974 Specification for high density polyethylene materials for moulding and extrusion.	S.O. 776 dt. 1976-02-21	No. 1 February 1985	Existing matter of clause 4.4 has been substituted by a new one	1985-02-28	

*For purposes of ISI Certification Marks Scheme this amendment shall come into force with effect from 1985-04-01

(1)	(2)	(3)	(4)	(5)	(6)
23. IS : 7401—1974 Specification for paraffin wax for explosive and pyrotechnic industry	S.O. 1232 dt. 1976-04-03	*No. 2 January 1985	(i) Clauses 0.2 and A—3.1 have been amended (ii) Foot-note with “*” mark (Page 3) has been substituted by a new one (iii) New clause 1.1.1 has been added after clause 1.1	Existing Table 1 has been substituted by a new one	1985-01-31
24. IS : 8190 (Part IV)—1979 Requirements for packing of pesticides Part IV Fumigants	S.O. 2508 dt. 1982-07-17	No. 1 February 1985			1985-02-28
25. IS : 8343—1977 Specification for forceps, biopsy, Peterson's Pattern	S.O. 612 dt. 1980-03-15	No. 1 December 1984	(i) Existing title at page 1 has been substituted by a new one (ii) (Page 1, clause 1, line 1)—Substitute “Paterson's” for “Peterson's” (iii) Existing Fig. 1 has been substituted by a new one		1984-12-31
26. IS : 8588 (Part I)—1972 Specification for thermo-static bimetal; Part 1 General requirements and methods of tests	S.O. 2116 dt. 1980-08-09	No. 1 December 1984	(i) Clauses 0.3, 2.4, 9.2, 9.2.1 and 9.5 have been substituted (ii) Clauses 2.2, 9.1.1(a), 9.1.3, and 9.4.1 have been amended (iii) (Page 4, Note under clause 2.6) (renumber as 2.7)—Substitute ‘27° C’ for ‘20° C’ (iv) Fig. 1 at page 8 has been substituted by a new one (v) Clause 2.4 has been added after clause 2.3 and the subsequent clauses renumbered accordingly		1984-12-31
27. IS : 8828—1978 Specification for miniature air-break circuit-breakers for AC circuits for voltages not exceeding 1 000 volts	S.O. 20001 dt. 1981-07-25	No. 2 July 1983		New clause 8.2.2 has been added after clause 8.2.1	1983-07-31
28. IS : 9305—1979 Specification for processed disk records	S.O. 358 dt. 1983-01-15	No. 1 January 1985	(i) Existing clause 5.7.1 has been substituted by a new one (ii) Fig. 1 (Page 8) and Fig. 2 (Page 9) have been substituted by a new one (iii) (Page 8, clause 5.8.2.2)—Delete		1985-01-31
29. IS : 9639—1980 Code of practice for visual inspection of newly manufactured low pressure welded steel gas cylinders	S.O. 3429 dt. 1984-11-03	No. 1 December 1984		Existing title at first cover page, pages 1 and 3 has been substituted by a new one	1984-12-31

*For purpose of ISI Certification Marks Scheme; this Amendment shall come not force with effect from 1985-04-01.

1	2	3	4	5	6
30.	IS : 9702—1980 Specification for magnetic taps for cassettes for sound recording and reproduction	S.O. 1013 dt. 1985-03-09	No. 1 December 1984	(i) Clauses 4.1, 7, 7.2, and 10.2 have been amended (ii) Clauses 4.4, 7.1, 10.1 and 10.1.1 have been substituted (iii) Existing foot-note with '*' mark (Page 5) has been substituted by a new one (iv) A note has been added under clause 7.3 (v) Note has been added under table 1 and the existing note has been re-numbered as Note 1 (vi) Table 2 has been amended	1984-12-31
31.	IS : 9751—1981 Specification for bandage, suspensory	S.O. 4412 dt. 1985-12-15	No. 1 December 1984	(i) Clause 5.1 and 6 have been substituted by new ones (ii) Existing Fig. 3 has been substituted by a new one (iii) New clause 4.5 has been added after clause 4.4	1984-12-31
32.	IS : 9893—1981 Specification for precast concrete lintels and sills	S.O. 2148 dt. 1985-05-18	No. 1 December 1984	(i) Existing clauses 0.3, 2.1.4 and 6.1 have been substituted by new ones (ii) Clause 6.2 has been amended	1984-12-31
33.	IS : 10001—1981 Specification for performance requirements for constant speed compression ignition (Diesel) engines for general Purposes (Up to 20 Km.)	S.O. 4688 dt. 1984-12-29	No. 2 February 1985	(i) (Page 1, clause 1, line 2)—Delete the words 'agricultural and other, (ii) Clauses 3.1 and 3.1.1 have been amended (iii) Existing clause 4.2 has been substituted by a new one	1985-02-28
34.	IS : 10212 (Part 1)—1982 General requirements of packages for explosives; Part 1 Commercial high explosives		No. 1 March 1985	(i) Clauses 0.2, 0.3 and 4.1(c) have been amended (ii) Table 1 and 2 have been amended (iii) Clause 5.3.1 has been substituted by a new one (iv) (Page 6, clause 5.3.1.1)—Delete (v) (Page 6, Table 2, foot note with '±' mark)—Delete (vi) (Page 7, Appendix A, clause A-1 (iv)—Substitute '16 kgf/cm ² ' by '14 kgf/cm ² ' (vii) (Page 7, Appendix A, clause A-1, Note)—Delete (viii) Appendix A of Clause A-1.1 has been amended	1985-03-31
35.	IS : 10238—1982 Specification for step bolts for steel structures	S.O. 3998 dt. 1985-08-24	No. 2 December 1984	(i) Fig. 1 has been amended (ii) New clause 7 has been added after clause 6.5 (iii) New Fig has been added at page 2	1984-12-31

Copies of these Indian Standards are available for sale with Indian Standards Institution, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices, Bombay, Calcutta, Madras and Chandigarh and also its branch office, Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Hyderabad, Jaipur, Kanpur, Patna and Trivandrum.

हस्त मंत्रालय

नई दिल्ली, 10 नवम्बर 1987

का. आ. 3268 —केन्द्रीय सरकार, केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 11) की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्ति एवं वस्त्र मंत्रालय (वस्त्र विभाग), भारत सरकार की अधिसूचना सं. का. आ. 517 (अ) दिनांक 9 जुलाई, 1985 में एतद्वारा निम्नलिखित संशोधन करनी है।

उक्त अधिसूचना में मध 14 और उसमें संबंधित प्रविष्टि के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए, अर्थात्:—

14. श्री ए. डी. देसाई,

कुटीर उद्योग तथा औद्योगिक समितियों के निदेशक
या सरकारी समितियों के अवर निम्बन्धक,
गुजरात सरकार।

[का. सं. 25012/8/85—रेशम]
आर० चटर्जी संयुक्त विकास आयुक्त हयकरधा।

MINISTRY OF TEXTILES

New Delhi, the 10th November, 1987

S.O. 3268.—In exercise of the powers conferred by sub-section (3) of Section 4 of the Central Silk Board Act, 1948 (61 of 1948) the Central Govt. hereby makes the following amendment in the notification of the Government of India in the Ministry of Supply & Textiles (Deptt. of Textiles) No. S.O. 517(E) dated 9th July, 1985.

In the said notification, for item 14 and the entry relating thereto, the following be substituted namely:—

14. Shri A. D. Desai,

Director of Cottage Industries and Industrial Cooperatives & Additional Registrar of Cooperative Societies, Government of Gujarat.

[File No. 25012/8/85-Silk]

R. CHATTERJEE, Jt. Development Commissioner
(Handlooms)

हस्तकूटीनिकी विभाग

नई दिल्ली, 11 नवम्बर 1987

का. आ. —3269 राजसाया (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में, केन्द्रीय सरकार इलेक्ट्रॉनिकी विभाग के अंतर्गत आने वाले सी एम सी लिमिटेड नामक सार्वजनिक क्षेत्र के उपक्रम के दिल्ली स्थित उन सभी कार्यालयों को अधिसूचित करनी है, जहाँ के 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है।

[सं. 7 (1) /86 हि. आ.]

भा. ना. भागवत, संयुक्त सचिव

DEPARTMENT OF ELECTRONICS

New Delhi, the 11th November, 1987

S.O. 3269.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies all the Offices of CMC Limited, a public sector enterprise of the Department of Electronics, situated in Delhi, more than 80 per cent staff whereof have acquired working knowledge of Hindi.

[No. 7(1)/86-HS]

B. N. BHAGWAT, Jt. Secy.

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 2 नवम्बर 1987

आदेश

का. आ. —3270आरोक्षित (आपात उपबंध) अधिनियम 1980 (1980 का 59) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा केन्द्रीय सरकार, शिक्षा तथा संस्कृति मंत्रालय (शिक्षा विभाग) के आदेश संख्या एफ 8-5-80 पी. एन.—1 दिनांक 14 नवम्बर 1980 सं. एफ. 43-24/82 आई. एन. सी. (यू. यू.) (ए. यू. आर.) दिनांक 18 मई, 1983, सं. एफ 43-24/82 आई. एन. सी. (ए. यू. आर. (यू. यू.) दिनांक 3 नवम्बर 1983 तथा सं. एफ 43-24/82 आई. एन. सी. (ए. यू. आर.) यू. यू. दिनांक 31 अक्टूबर, 1984 और भारत सरकार, मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) के आदेश सं. एफ. 43-24/82 आई. एन. सी. (ए. यू. आर.) (यू. यू.) दिनांक 24 जनवरी, 1986 तथा सं. एफ. 43/24-82 आई. एन. सी. (ए. यू. आर.)/यू. यू. दिनांक 7 नवम्बर, 1986 के क्रम में केन्द्रीय सरकार, एतद्वारा इलाहाबाद उच्च न्यायालय के सेवानिवृत्त न्यायाधीश न्यायमूर्ति एल. पी. निगम की उक्त अधिनियम के प्रयोग के लिए प्रशासक के रूप में नियुक्त की अवधि को 31 दिसम्बर 1987 तक बढ़ानी है।

सं. फ. 43-24/82 आई. एन. सी. (ए. यू. आर.) (यू. यू.)

किरीट जोशी, विशेष सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 2nd November, 1987

ORDER

S.O. 3270.—In exercise of the powers conferred by sub-section (1) of section 5 of the Auroville (Emergency Provisions) Act, 1980 (59 of 1980) and in continuation of the orders of the Central Government in the Ministry of Education and Culture (Department of Education) No. F. 8-5/80-PN-I, dated the 14th November, 1980, No. F. 43-24/82-INC/UU(AUR), dated the 18th May, 1983, No. F. 43-24/82-INC/(AUR)/UU, dated the 3rd November, 1983, No. F. 43-24/82-INC(AUR)/UU, dated the 31st October, 1984 and the Government of India in the Ministry of Human Resource Development (Department of Education)

Order No. F. 43-24/82-INC(AUR)/UU, dated the 24th January, 1986 and No. F. 43-24/82-INC(AUR)/UU dated November 7, 1986, the Central Government hereby extends the term of appointment of Justice L. P. Nigam, retired Judge of the Allahabad High Court as the Administrator for the purpose of the said Act up to the 31st December, 1987

[No. F. 43-24/82/INC(AUR)/UU]
KIRFFI IOSHI Spl. Secy.

(संस्कृति विभाग)

नई दिल्ली 30 अक्टूबर 1987

का. आ. 3271—मिनेमेटोग्राफ (प्रमाणन) नियमावली, 1983 के नियम 3 के साथ पठित मिनेमेटोग्राफ अधिनियम, 1952 (1952 का 47) की धारा 3(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 203, भानु अपार्टमेंट्स, जी. बी. जूकर मार्ग, जुहू, बम्बई 400049 के श्री विनय कुमार सिन्हा को केन्द्रीय फिल्म प्रमाणन बोर्ड के सदस्य के रूप में श्रीमती एम. नसरुल्लाह के स्थान पर तत्काल से अगले आदेशों तक नियुक्त करती है।

[फ. सं. 811/4/86 एफ. सी. (खण्ड-II)]
मनमोहन सिंह, संयुक्त सचिव

(Department of Culture)

New Delhi, the 30th October, 1987

S.O. 3271.—In exercise of the powers conferred by the Section 3(1) of the Cinematograph Act, 1952 (37 of 1952), read with Rule 3 of the Cinematograph (Certification) Rules, 1983, the Central Government hereby appoints Shri Vinay Kumar Sinha of 203, Bhannu Apartments, (G.B. Jucker Marg, Juhu, Bombay-400049 as a Member of the Central Board of Film Certification, vice Smt. M. Nasrullah, with immediate effect, until further orders.

[F. No. 811/4/86-FC (Vol. II)]
MAN MOHAN SINGH, Jr. Secy.

वाणिज्य संचालय

(वाणिज्य विभाग)

नई दिल्ली, 12 नवम्बर, 1987

का. आ. 3272 :—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एम. जी. एस. इंडिया प्राइवेट लिमिटेड, फोरशोर रोड, काकीनाडा-533001 (पूर्व गोदावरी जिला) आन्ध्र प्रदेश को जिनका रजिस्ट्रीकृत कार्यालय 35 मूरैबन रोड, पोस्ट बॉक्स नं. 508, बम्बई-400001 में स्थित है, 12 नवम्बर, 1987 से निम्नलिखित मदों के धूम्रपान के लिए अभिकरण के रूप में एक और वर्ष की अवधि के लिए मान्यता देती है :—

1. लेल गहिन चाबन की धूमी, और
2. हड्डी का खुरा, खुर और सींग।

[फा. सं. 5(7)/87-ई.आई.एण्डई.पी.]

87/1603/GI-4

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 12th November, 1987

S.O. 3272.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for further period of one year with effect from 12th November, 1987 SGS India Pvt. Ltd., Foreshore Road, Kakinada 533001 (East Godavari District) Andhra Pradesh, having their registered office at 35 Murzban Road, Post Box No. 508, Bombay-400001 as an agency for the fumigation of following items :—

1. De-oiled Rice Bran; and
2. Crushed Boones Hooves and Horns.

[F. No. 5(7)/87-EI&EP]

नई दिल्ली, 20 नवम्बर, 1987

का.आ. 3273—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मैसर्स जे. बी. बोडा मैरीन तथा जनरल सर्वे एजेंसिज प्राइवेट लिमिटेड, "अरिहन्त क्लिपट", पंडित नेहरू मार्ग, जामनगर-361002 पर स्थित शाखा को भी इससे संलग्न में अनुसूची में विनिर्दिष्ट के अनुसार खनिज तथा अयस्कों का निर्यात में पूर्व निरीक्षण करने के लिए अभिकरण के रूप में 16 अगस्त, 1987 से एक वर्ष की अवधि के लिए मान्यता देती है :—

अनुसूची

1. फ़ैरोमैंगनीज के धातुमय सहित फ़ैरोमैंगनीज,
2. निस्तृत बोक्साइट सहित बोक्साइट,
3. मैंगनीज डायक्साइड,
4. कायनाइट,
5. मिनिमेंटाइट,
6. पेंकेट्रिन जिक सहित कच्चा जिक,
7. परिदग्ध और विस्तृत मैंगनेसाइट सहित मैंगनेसाइट,
8. डैराइटिस,
9. लाल ऑक्साइड,
10. पीला गैरीक,
11. मेलायंडी,
12. स्तरीय (फेन्डस्पार)।

[फाइल नं. 5(1)/86-ईआईएण्डईपी]

New Delhi, the 20th November, 1987

S.O. 3273.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control & Inspection) Act, 1963 (22 of 1963), the Central Government

hereby recognises for a period of one year w.e.f. the 16th August, 1987 M/s. J. B. Boda Marine & General Survey Agencies (Pvt.) Ltd., "Arihant Kripa", Pandit Nehru Marg, Panagar-361002, as an agency for the inspection of Minerals as specified in schedule annexed hereto prior to export.

SCHEDULE

1. Ferromanganese, including ferromanganese slag.
2. Bauxite, including calcined bauxite.
3. Manganese Dioxide.
4. Kyenite.
5. Sillimanite.
6. Zinc Ores, including zinc concentrates.
7. Magnesite, including dead burnt and calcined magnesite.
8. Barytes.
9. Red Oxide.
10. Yellow Ochre.
11. Steatite.
12. Feldspar.

[F. No. 5(1)/86-EI&EP]

का.आ. 3274—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, के.टी. सरकार एजेंसी द्वारा मैसर्स कोरोमण्डल पेस्ट कंट्रोल सर्विसेज 42-1-24 रांगय्या नायडू स्ट्रीट, काकीनाडा को अल्युमिनियम फॉस्फाइड का निम्नलिखित मदों के लिए धूमक के रूप में प्रयोग करते हुए धुमीकरण के लिए अभिकरण के रूप में 24 नवम्बर 1987 से एक और वर्ष की अवधि के लिए मान्यता देती है।

1. तेल रहित चावल की भूसी; और
2. हड्डी का चूरा, खुर और सींग।

[फाइल सं. 5(6)/84-ईआई एंड ईपी]

S.O. 3274.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (2 of 1963), the Central Government hereby recognises for a further of one year w.e.f. 24th November, 1987 M/s. Coromandal Pest Control Services 42-1-24 Rangyya Naidu Street, Kakinada as an agency for the fumigation using aluminium phosphide as a fumigant for the following items :—

1. De-oiled Rice Bran; and
2. Crushed Bones, ooves and Hons.

[F. No. 5(6)/84-EI&EP]

नई दिल्ली, 28 नवम्बर, 1987

का.आ. 3275 —केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22)

की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स दिल्ली टेस्ट हाउस, सोहना इंडस्ट्रीयल एस्टेट, जी.टी. करनाल रोड, दिल्ली-110033 को भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. 1270 तारीख: 25 मार्च, 1966 के उपाबंध की अनुसूची में विनिर्दिष्ट कार्बनिक रसायनों का उनके निर्यात से पूर्व निरीक्षण करने के लिए इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए इन शर्तों के अधीन अभिकरण के रूप में मान्यता देती है कि संगठन आकार्बनिक रसायनों के निर्यात (निरीक्षण) नियम, 1966 के नियम 6 के उप नियम (4) के अन्तर्गत निरीक्षण प्रमाण पत्र देने के लिए निर्यात निरीक्षण परिषद के किसी भी अधिकारी को संगठन द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए सभी सुविधाएं देगा।

[फाइल सं. 5(10)/83-ईआई एंड ईपी]

New Delhi, the 28th November, 1987

S.O. 3275.—In exercise of the powers conferred by Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) the Central Government hereby recognises for a period of one year with effect from the date of publication of this notification M/s. Delhi Test House, Sohana Industrial Estate G.T. Karnal Road, Delhi-110033 as an agency for inspection of the Inorganic Chemicals specified in Schedule annexure to the notification of the Government of India, Ministry of Commerce No. S.O. 1270 dated the 25th March, 1966 prior to their export subject to the condition that the organisation shall give adequate facilities to any officer of the Export Inspection Council to examine the method of inspection followed by the organisation in granting the certificate of inspection under sub-rule (4) of rule 4 of the Export of Inorganic Chemicals (Inspection) Rules, 1966.

[F. No. 5(10)/83-EI&EP]

का.आ. 3276 —केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) के धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स दिल्ली टेस्ट हाउस, सोहना इंडस्ट्रीयल एस्टेट, जी.टी. करनाल रोड, दिल्ली-110033 को यहाँ इससे उपाबंध अनुसूची में विनिर्दिष्ट कार्बनिक रसायनों का निर्यात से पूर्व निरीक्षण करने के लिए इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए इन शर्तों के अधीन अभिकरण के रूप में मान्यता देती है कि संगठन कार्बनिक रसायनों के निर्यात (निरीक्षण) नियम 1966 के अन्तर्गत निर्यात निरीक्षण परिषद के किसी भी अधिकारी को निरीक्षण प्रमाण-पत्र जारी करने के लिए संगठन द्वारा अपनाई गई निरीक्षण प्रणाली की जांच करने के लिए पर्याप्त सुविधाएं देगा।

अनुसूची

1. एसिटिक एसिड
2. हाईड्रोक्वीन
3. ओक्जलिक एसिड

4. नेपथीलीन
5. बेनजीन
6. एन्थ्रासीन
7. टोलुईन
8. एथिल एल्कोहल
9. जार्डीलिन
10. सोडियम साइट्रेट

[फाइल सं. 5(10)/83-ईआईएंड ईपी]

S.O. 3276.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) the Central Government hereby recognises for a period of one year with effect from the date of publication of this notification M/s. Delhi Test House, Sohana Industrial Estate, G.T. Karnal Road, Delhi-110033 as an agency for inspection of Organic Chemicals specified in Schedule annexed hereto prior to export subject to the condition that the organisation shall give adequate facilities to any officer of the Export Inspection Council to examine the method of inspection followed by the organisation in granting the certificate of inspection under sub-rule 4 of the Export of Organic Chemicals (Inspection) Rules, 1966.

SCHEDULE

1. Acetic Acid.
2. Hydroquinone.
3. Oxalic Acid.
4. Napthalene.
5. Benzene.
6. Anthracene.
7. Toluene.
8. Ethyl Alcohol
9. Xylene.
10. Sodium Citrate.

[F. No. 5(10)/83-EI&EP]

का.आ. 3277—केन्द्रीय सरकार, निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स दिल्ली टेस्ट हाउस, सोहना इंडस्ट्रियल एस्टेट, जी.टी. कर्नाल रोड, दिल्ली-110033 को कपड़े धोने के साबुन का निर्यात से पूर्व निरीक्षण करने के लिए इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए इन शर्तों के अधीन अभिकरण के रूप में मान्यता देती है कि संगठन कपड़े धोने के साबुन का निर्यात (निरीक्षण) नियम 1966 के उप नियम 4 के अन्तर्गत निर्यात निरीक्षण परिपद के किसी भी अधिकारी को प्रमाण-पत्र जारी करने के लिए संगठन द्वारा अपनाई गई निरीक्षण प्रणाली की जांच करने के लिए पर्याप्त सुविधाएं देगा।

[फाइल सं. 5(10)/83-ईआईएंड ईपी]

एन. एस. हरिहरन, निदेशक

S.O. 3277.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year with effect from the date of publication of this notification M/s. Delhi Test House, Sohana Industrial Estate, G.T. Karnal Road, Delhi-110033 as an agency

for inspection of Laundry Soap prior to export subject to the condition that the organisation shall give adequate facilities to any officer of the Export Inspection Council to examine the method of inspection followed by the organisation in granting the certificate of inspection under sub-rule 4 of the Export of Laundry Soap (Inspection) Rules, 1966.

[F. No. 5(10)/83-EI&EP]
N. S. HARIHARAN, Director

अभ्य संशालय

नई दिल्ली, 3 नवम्बर, 1987

आदेश

का. आ. 3278—इन्डियन बैंक, मद्रास के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व आल इंडिया ओवरसीज इम्प्लॉईज यूनियन करती है, एक औद्योगिक विवाद विद्यमान है ;

और उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के अधीन एक लिखित करार द्वारा उक्त विवाद को माध्यस्थ के लिए निदेशित करने का करार कर लिया है और उक्त माध्यस्थ करार की एक प्रति उक्त अधिनियम की धारा 10-क की उप धारा (3) के अधीन केन्द्रीय सरकार को भेजी गई है।

अतः, अब, उक्त अधिनियम, की धारा 10-क की उप-धारा (3) के उपबंधों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थ करार को, एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों के नाम :—

निर्वाहकों का प्रतिनिधित्व करने वाले :

1. श्री जी रामादीप, ए. सी. ओ. (आई. आर.) इन्डियन बैंक, केन्द्रीय कार्यालय 31 राजाजी रोड मद्रास—600001
2. श्री सी. एन. कुमार, अधिकारी इन्डियन बैंक (केन्द्रीय कार्यालय) मद्रास—600001

कर्मचारों का प्रतिनिधित्व करने वाले :

1. श्री ई. अरुणाचलम जनरल सेक्रेटरी इन्डियन बैंक इम्प्लॉईज यूनियन 25 सैकिन्ड लाईन बीच, मद्रास-600001
2. श्री एन. कृष्णामूर्ति, डिप्टी जनरल सेक्रेटरी, इन्डियन बैंक इम्प्लॉईज यूनियन 25, सैकिन्ड लाईन बीच मद्रास—600001

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को न्यायमूर्ति श्री एन. कृष्णास्वामी रेड्डीयार, मद्रास उच्च न्यायालय के सेवानिवृत्त न्यायाधीश, के माध्यम के लिए निर्देशित करने का करार किया गया है।

(1) विनिर्दिष्ट विवाद प्रस्तुत विषय :

क्या इंडियन बैंक, जोनल कार्यालय, कोयंबटूर के प्रबंधक श्री इंडियन बैंक, तिरुपुर शाखा के लिपिक/सहाय श्री एन. माधवन को दिनांक 31-3-86 के पत्र द्वारा संचयी प्रभाव से तीन वेतनवृद्धियां रोकने का दण्ड देने की कार्यवाई मसोचित है या नहीं यदि नहीं तो प्रश्नगत कर्मकार किम अनुतोष का हकदार है?

(2) विवाद के पक्षकारों का विवरण, जिसमें अंतर्बलित स्थापन या उपक्रम का नाम और पता भी सम्मिलित है।

1. इंडियन बैंक में सम्बन्धित नियोजक, केन्द्रीय कार्यालय 31 राजाजी सलाय मद्रास—600001

2. कर्मकार जिसका प्रतिनिधित्व जनरल सेक्रेटरी, इंडियन बैंक इम्प्लोईज यूनियन, 25 मेकण्ड लाईन बीच मद्रास—600001 करती है।

(3) यदि कोई कर्मकार स्वयं विवाद में शामिल है तो उसका नाम या यदि कोई संघ प्रश्नगत कर्मकार या कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम।

इंडियन बैंक इम्प्लोईज यूनियन 25 मेकण्ड लाईन बीच मद्रास—600001

(4) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या

16200 (लगभग)

(5) विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या

केवल एक

माध्यस्थ अपना पंचाट तीन मास की कालावधि या इतने और समय के भीतर देगा जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाये। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थ के लिए स्वतः रह जायेगा और हम नए माध्यस्थ के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के सहायक

नियोजकों का प्रतिनिधित्व करने वाले कर्मकारों का प्रतिनिधित्व करने वाले

ह./—(जी रामादोस, ए. सी. ओ. (आर.) इंडियन बैंक (केन्द्रीय कार्यालय) 31 राजाजी रोड, मद्रास—600001

ह./—(ई. अरुणाचलम) जनरल सेक्रेटरी, इंडियन बैंक इम्प्लोईज यूनियन, 25 मेकण्ड लाईन बीच मद्रास—600001

ह./—सी. एल. कुमार, अधिकारी इंडियन बैंक (केन्द्रीय कार्यालय) 31 राजाजी रोड, मद्रास—600001

ह./—(एन. कृष्णामूर्ति) डिप्टी जनरल सेक्रेटरी इंडियन बैंक इम्प्लोईज यूनियन 25 मेकण्ड लाईन बीच मद्रास—600001

साक्षी:—

1. ह./—पी. आनन्दराज, थ्रम प्रवर्तन अधिकारी (केन्द्रीय) शास्त्री भवन, मद्रास—6

2. ह./—अपठनीय मुख्य श्रमायुक्त (केन्द्रीय का कार्यालय) मद्रास।

[सं. एल.—12025/25/87—डी.—11 (ए.)]
एन. के. वर्मा, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 3rd November, 1987

ORDER

S.O. 3278.—Whereas an industrial dispute exists between the employers in relation to the management of Indian Bank, Madras and their workmen, represented by All India Overseas Bank Employees Union;

And whereas, the said employers and their workmen have by a written agreement under sub-section (1) of section 10-A of the Industrial disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration and have forwarded to the Central Government under sub-section (3) of section 10-A of the said Act, a copy of the said arbitration agreement;

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said agreement;

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the Parties :

Representing Employers :

1. Shri G. Ramadosa, ACO (IR),
India Bank, Central Office,
31, Rajaji Road,
Madras-600001.

2. Shri C. L. Kumar,
Officer,
Indian Bank (Central Office),
31, Rajaji Road,
Madras-600001.

Representing Workmen :

1. Shri E. Arunachalam,
General Secretary,
Indian Bank Employees' Union,
25, Second Line Beach,
Madras-600001.

2. Shri N. Krishnamoorthy,
Deputy General Secretary,
Indian Bank Employees' Union,
25, Second Line Beach,
Madras-600001.

It is hereby agreed between the parties to refer the following dispute to the Arbitration of Shri Justice N. Krishnasamy Reddiar, Retired Judge of Madras High Court.

(i) Specific Matters in Dispute

"Whether the action of the management of Indian Bank, Zonal Office, Coimbatore in awarding the punishment of stoppage of three increments with cumulative effect on Shri S. Madhavan, Clerk Shroff, Indian Bank, Tirupur Branch vide letter dated 31-03-1986 is justified or not?"

It not, to what relief the workman in question is entitled to?"

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

(a) The employer in relation to Indian Bank, Central Office, 31, Rajaji Salai, Madras-600001.

(b) The workman represented by the General Secretary, Indian Bank Employees' Union, 25, Second Line Beach, Madras-600001.

(iii) Name of the workman in case he himself is involved in the dispute or the name of the union, if any representing the workman or workman in question.

Indian Bank Employees' Union,
25, Second Line Beach,
Madras-600001.

(iv) The number of workmen employed in the undertaking affected,
16,200 (approximately).

(v) The Estimated number of workmen affected or likely to be affected by the dispute.
One only.

The Arbitrator shall make its award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate the fresh arbitration.

Signature of Parties

Representing employer :

1. (G. RAMADOSS, ACO(R),
Indian Bank (Central Office),
31 Rajaji Road,
Madras 600001.

2. (C. L. KUMAR, OFFICER,
Indian Bank (Central Office),
31, Rajaji Road,
Madras-600001.

Representing workmen :

1. (E. ARUNACHALAM),
General Secretary,
Indian Bank Employees' Union,
25, Second Line Beach,
Madras-600001.

2

(N. KRISHAMOORTHY),
Deputy General Secretary,
Indian Bank Employees' Union,
25, Second Line Beach,
Madras-600001

Witnesses :

1. Sd/- Illegible
2. Sd/- Illegible

[No. L-12025/25/87-D. II(A)]
N. K. VERMA, Desk Officer

नई दिल्ली 6 नवम्बर 1987

का आ. ————— औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण में,
केन्द्रीय सरकार, गे. खनिज खेपण निगम लि. के प्रबंधन
में सम्बन्धित नियोक्ताओं और उनके कर्मचारियों के बीच, अन-
वय में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण
हैदराबाद के पचास को प्रकाशित करता है, जो केन्द्रीय सरकार
को 30/10/87 को प्राप्त हुआ था ।

New Delhi, the 6th November, 1987

S.O. 3279.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mineral Exploration Corporation Limited and their workmen, which was received by the Central Government on the 30th October, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

Industrial Dispute No. 7 of 1987

BETWEEN

The Workmen of Mineral Exploration Corporation Limited, Sangnapalle Project, Kuppam Taluk, Chittoor District.

AND

The Management of M/s. Mineral Exploration Corporation Limited, Sangnapalle Project, Kuppam Taluk, Chittoor District.

APPEARANCES :

1. None for S. Bettappa and others M.E.C.L. Employees' Union, Sangnapalle Kuppam Taluk, Chittoor District, A.P.,
2. S/Sri C. V. Mohan Reddy, G. Mencha and C. V. Suryanarayana, Advocates for R. Chandrappa, General Secretary, Chigaragunta Gold Field Local Employees' Union, Sangnapalle (P.O.) Kuppam Taluk, Chittoor District (A.P.).
3. Sri M. P. Chandra Mouli, Advocate for the Management.

AWARD

The Government of India, Ministry of Labour, New Delhi by Order No. L-24034/5/85-D. III(R), dated 11-2-1987 referred the following dispute under sub-section (6) of the Section 25-N of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication to this Industrial Tribunal at Hyderabad with a direction to pass its Award within a period of 30 days from the date of this reference in terms of proviso to sub-section 6 of section 25-N of the Industrial Disputes Act, 1947 (14 of 1947).

"Whether the proposed retrenchment by M/s. Mineral Exploration Corporation Ltd., of 120 workers of

their Sangnapalle Project, Kuppam Taluk, Chittoor District (A.P.) is justified, with particular reference to the following question :

1. Whether the establishment in which the workers are working is a separate unit or not? If not, whether the rule of 'last come—first go' has been followed? and
2. Whether the provisions of section 25-N of the I.D. Act, have been complied with in this case?

The reference was received in this Tribunal on 18-2-1987 and it was registered as I.D. No. 7 of 1987. Notices were issued to the concerned workmen with a direction to file their Claims Statement on 2-3-1987 while serving its copies on the Management. On 2-3-1987, when the case was called on the Bench, Sri S. Bettappa and others and M.E.C.L. Employees Union were not present. S/Sri C. V. Mohan Reddy, G. Manohar and C. V. Suryanarayana, Advocates filed Vakalat on behalf of the General Secretary, Chigaragunta Gold Field Local Employees Union, Sangnapalle Post. The Advocates also filed Memo dated 2-3-1987 stating that the Management had obtained orders dated 27-2-1987 in Writ Appeal M.P. No. 301 of 1987 on the file of the High Court of Andhra Pradesh at Hyderabad staying all further proceedings in this Industrial Dispute. Hence, the workmen had not filed the Claims Statement. This Tribunal had not received any Stay Order from the High Court of Andhra Pradesh staying this Industrial Dispute. The Management was called absent and no representation on its behalf was made and the dispute was adjourned to 23-3-1987. 23-3-1987 was declared as General holiday, so the dispute was called on 24-3-1987. On 24-3-1987 the parties were called absent and there was no representation on their behalf. Stay Orders from the High Court were not received and the dispute was adjourned to 18-4-1987, 16-5-1987, 3-7-1987 and 5-8-1987 and on 5-8-1987 this Tribunal received the Judgement in W.A. No. 178 of 1987 dated 14-7-87 on 30th July, 1987. From 5-8-1987 the dispute was adjourned to 14-8-1987, 26-8-1987 and 15-9-1987. Notices were issued to all the concerned. On 15-9-1987 the parties were called absent and fresh notices were ordered to the parties by adjourning the dispute to 5-10-1987. On 5-10-1987, when the case was called on the Bench, Mr. M. P. Chandra Mouli, Advocate filed Vakalat on behalf of the Management. The workmen were called absent and no Claims Statement was filed. Sri S. Bettappa and other M.E.C.L. Employees' Union were called absent and set ex-parte. The counsel for the Management filed a Memo stating that in view of the Judgement dated 14-7-1987 in W.A. No. 178 of 1987 the case may be closed. Sri R. Chandrappa, General Secretary Chigaragunta Gold Field Local Employees' Union filed a Memo on 15-9-1987 stating that in view of the judgement dated 14-7-1987 in W.A. No. 178 of 1987 passed by the High Court of Andhra Pradesh directing the Government to make the reference to the Industrial Tribunal no claim Statement is being filed by him. Since the parties to the dispute are not interested in filing their Claims Statements and counter and in view of the High Court's Orders dated 14-7-87 in W.A.No.178 of 1987 on the file of the High Court of Andhra Pradesh, this Tribunal has to pass an Award holding that the workman are not entitled to any relief. Moreover, the Government of India, Ministry of Labour had also sent Telegram on 6-10-87 intimating as follows :

"No.L-29024/5/85-D.III (B) (.) Refer our order of even number dated 11th Feb. 1987 regarding Industrial dispute over retrenchment of workers of Sangnapalle Project of M/S. Mineral Exploration Corporation Ltd. The A. P. High Court's order dated 22nd January 1987 in W. P. No. 6923 of 1985. Pursuant to which the above dispute was referred to you for adjudication has since been set aside by the High Court vide its order dated 14th July, 1987 in writ appeal No. 178 of 1987 filed by meel against the said order. In result, the aforesaid reference has become intractuous. Request close the case in view of High Courts order dated 14th July, 1987. Copy of High Court's order sent by post.

Ministry Of Labour"

Hence an Award is passed holding that the workmen are not entitled to any relief in this dispute.

Given under my hand and the seal of this Tribunal this the 7th day of October, 1987.

INDUSTRIAL TRIBUNAL

Appendix Of Evidence.

NIL

K. B. SIDDAPPA, Industrial Tribunal

[No. L-29024/5/85-D-III(B)]

का. आ. 3280—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 12 के अनुसरण में केन्द्रीय सरकार, आयल इंडिया लिमिटेड वुलियाजन जिला दिब्रुगढ़, असम के प्रबंधन से सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोहाटी के पंचाट का प्रकाशित करती है, जा केन्द्रीय सरकार का 30-10-87 का प्राप्त हुआ था।

S.O. 3280.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil India Limited, Duliajan, Distt. Dibrugarh, Assam and their workmen, which was received by the Central Government on the 30th October, 1987.

IN THE INDUSTRIAL TRIBUNAL, ASSAM GUWAHATI

Reference No. C-1 of 1987

PRESENT:

Shri G. C. Phukan,
Presiding Officer,
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :

The Management of Oil India Limited, Duliajan, Distt. Dibrugarh, Assam.

AND

Their workman Shri Immanuel Bennet, Regd. No. 9/1106, Materials Deptt., Oil India Limited, Duliajan, Distt. Dibrugarh, Assam.

APPEARANCES:

Shri P. C. Doka, Advocate, and Shri S. N. Sarmah, Advocate.—For the Management.

Shri L. P. Sharma, Advocate.—For the Workman.

AWARD

This reference under section 10(1)(d) of the Industrial Dispute Act, read with section 2A of the said Act, hereinafter called the Act, made by the Government of India, Ministry of Labour, New Delhi, by notification No. L-30012/13/86-D.III(B) dated 15th May, 1987 relates to an industrial dispute between the Management of Oil India Ltd., Duliajan, Distt. Dibrugarh, Assam and its workman Sri Immanuel Bennet (Regd. No. 9/1106, Materials Department, Oil India Ltd., Duliajan, Assam) as formulated in the schedule of the reference as given below :—

SCHEDULE

"Whether the dismissal of Shri I. Bennet, Regd. No. 9/1106, Materials Department, Oil India Limited, Duliajan, Assam w.e.f. 20-12-1984 by the management of Oil India Limited, Duliajan is justified? If not, what relief is the workman entitled to?"

On the reference being made, as indicated above, both the parties appeared before the tribunal and filed their written statements in support of their respective cases. In the written statement the management avers that the concerned workman, Sri I. Bennet was the clerk-in-charge in Receiving Section of Oil India Ltd. at Duliajan. His usual duty was that after a consignment was unloaded, he had to take the consignment note, tally Book and Road Receiving Register and compare the consignment with the Tally Book and then to enter it into the register. If there was any discrepancy like shortage, damage, etc. he had to file the remark column in the register and further to put his remarks on the consignment note accordingly so that short/damage certificate could be obtained from the carrier later on, if necessary. What happened on 30-5-83 the concerned workman signed the consignment note No. 11561 dated 28-4-83 from Highway Haulers showing receipt of 8 boxes of Tin Inroofs, whereas on subsequent verification it was found that 7 boxes were shown as received out of which 4 boxes were shown in damaged condition. On further verification only one box of the above item could be located in the Godown. There was a preliminary enquiry to ascertain as to for whose negligence or in action the said thing could happen making the management to sustain a loss. In the said enquiry the present workman was found guilty of negligence of his duty and therefore a charge sheet under section XIV(2)(XV) of the company's certified standing orders was served on him. According to the management, in the explanation against the charge sheet the workman did not deny the charge but prayed for withdrawal of the same. The management, however, could not accept the plea of the workman and then there was a formal enquiry against him. In the enquiry the workman with his co-workers remained present all along and also tried to rebut the evidence given against him. The enquiry officer, however, after going through the materials on record found the workman guilty of misconduct due to the negligence of duty and accordingly submitted his report to the disciplinary authority. The disciplinary authority again after considering everything could not grant any concession to the workman concerned. The workman was dismissed with effect from 20-12-84 and hence the reference at the instance of the workman. The management maintains that there was no illegality or impropriety committed against the workman. According to the management the workman was given all the necessary opportunities to defend himself quite in accordance with the principle of natural justice and this being so the reference to the tribunal has got no merit at all. The management further avers that there is no industrial dispute between the parties as contemplated under the Act and as such the reference is never legal and proper.

In his written statement the workman has also stated many things against the action taken against him. His main contention is that the dismissal order passed against him is nothing but a motivated one, in as much as, he has been punished without being guilty of misconduct in any sense. That means what the workman asserts is that he did no such thing for which he could be charge sheeted and punished as was done by the management. It seems that he denies that he was ever guilty of negligence of the duty. With regard to the domestic enquiry his contention is that it was neither proper, nor fair, being violative of the principle of natural justice and other clear provisions of the law. He says that the action of the management against him was an unfair labour practice and therefore the same must be set aside. Another contention made by the workman is that the dismissal order passed against him is also illegal, in as much as, the said order is passed by an officer who is subordinate to his appointing authority. This is also avowed by the workman that the dismissal order was passed by Shri U. N. Sarmah only for not obliging him for his personal gain. In this way there are many grounds raised against the dismissal order. Further the workman wants to show that by giving necessary notice before retirement the management itself certified him to be a good worker of the company and as such there could be no ground to proceed against him under a domestic enquiry.

This may be noted that in order to justify the action taken against the workman the management proposed to rely on the domestic enquiry first as preliminary issue, keeping its right reserved to prove everything on merit if required. Accordingly at this stage the management tried to justify the

action against the workman by proving the domestic enquiry record by examining the Enquiry Officer himself. Against the evidence of above nature the workman did not prefer to adduce any evidence.

As may be seen, Exhibit 10 is the domestic enquiry proceedings proved before the tribunal. This apart there is the evidence of Enquiry Officer himself to show in what manner he proceeded in the enquiry. Be it as it may, the basic thing against the workman is the charge levelled against him as indicated in Exhibit 2. Here it has been stated that the workman was negligent while receiving the goods consigned under consignment note No. 11561 dated 28th April, 1983 as a result of which there could be no claim for the damaged/lost goods against the liable one. It also appear, before the said charge-sheet there was another informal enquiry vide Exhibit 3 and here also the workman was found negligent. This is, however, submitted from the side of the management that the enquiry basing on Exhibit 2 was quite independent and the finding thereon was also never influenced by the said informal enquiry. The Enquiry Officer himself is also apt to say that he was not influenced by the findings in the said enquiry. But whatever may be said this is an admitted position that the entire proceedings of the informal enquiry were made the part of the formal enquiry. So it is now meaningless to submit again that the said enquiry had never any impact on the other. The impact was quite apparent and the same cannot be denied. But although above is the position this cannot be accepted that due to the previous informal enquiry the other enquiry was vitiated. The enquiry proceedings, Exhibit 10 reveal how the matter was approached by the Enquiry Officer both from the Enquiry Officer's evidence as well as the records, Exhibit 10, it is quite apparent that the charge against the workman was properly understood both by the Enquiry Officer and the workman himself. There was neither ambiguity nor any indefiniteness in the understanding of the whole matter. The proceedings records reveal that all the necessary records to prove the charge were duly placed before the Enquiry Officer. The necessary witness for the management was also examined. Most striking thing is that even the workman concerned did not deny his responsibility to check goods received and to bring the anomaly into the notice of the proper authority. His own witness, Shri H. Gogoi and Shri P. C. Borua further supported that ultimate responsibility in this regard was of the clerk-in-charge who was the workman himself. Another witness Bapukan Phukan was examined by the workman. His evidence is also of the same nature. In any case it is not the only evidence of management side that workman was responsible for taking delivery of the goods in question the witnesses for the workman himself also support the same position. That there was shortage and damage in the consignment that is also not denied. In short what may be said is that it is well established that there was shortage and damage in the consignment but this fact was never looked into by the workman concerned, although it was his initial duty. As such the negligence, may be contributory, has been established against the workman and in going to establish this the management never violated any principle of natural justice. It is quite apparent from the evidence of the Enquiry Officer and also from Exhibit 10 that all the possible opportunities were given to the workman to defend himself. In fact it is not the serious contention of the workman that he got no opportunity. It is apparent that on several occasions the Enquiry Officer adjourned the proceedings to facilitate the workman to prepare himself for defence. The keeping of independent observers from both the sides clearly indicates how due care was taken in the matter. On going through the proceedings, Exhibit 10 I cannot come to a finding that there was any unfairness or lack of bonafidity in the proceedings, against the workman. The proceedings were fair and impartial. The report of the Enquiry Officer lacks certain discussion but on the whole it is proper and under no circumstances the same may be rejected. The findings arrived at are also never against the evidence on record. As such what may be said is that under the circumstances I am bound to hold the enquiry proceedings to be fair and proper and the same are accordingly accepted. The disciplinary authority also considered everything as required under the law and in this regard also I have nothing to say. That means what I want to say is that in a fair and proper enquiry the workman

was rightly held guilty of negligence of his duty. But I want to clarify here again that the negligence in question was never absolute on the part of the workman and it was simply a contributory one. When a particular job is to be done by several persons and the same is so done without any malafide interest the negligence of one is simply a contributory one. Here in the case the workman did not personally receive the goods but he failed to bring the defect in the goods into the notice of the appropriate authority. It is for such reason he was liable only for contributory negligence and nothing more. One most important thing that is lacking in the action of the management is that the management has not attempted to show what was the magnitude of the loss sustained by it for the negligence of the workman. This even cannot be guessed for want of proper evidence on record. I have mentioned it not for any other thing but for the thing to see whether the punishment awarded was proportional to the offence committed. In any case this is my finding that the enquiry was fair and the workman was also rightly held guilty for negligence of his duty, of course to the extent mentioned by me.

What may be said is that for the contributory negligence of the above nature the workman was dismissed from service just before twelve days of his retirement on superannuation. The record shows that the past record of the workman was good. In the pension documents, Exhibits 'ga' and 'gha' nothing adverse has been mentioned against the workman. That means what may be presumed is that the workman was really useful to the company and his retirement with effect from 1-1-84 was also felt very much. As such what may be said from the foregoing is that the punishment of dismissal just before twelve days of retirement that too for a contributory negligence, is highly against all the principles and moral standard. Considering everything before me I highly feel that this is a case where I should exercise my power conferred under section 11(A) of the Act. I have repeatedly mentioned above that if at all the workman was guilty he was guilty of contributory negligence only. It is for such contributory negligence the dismissal before twelve days of superannuation is highly disproportionate. It is in view of the above facts I am quite reluctant to retain the dismissal order and the same is hereby replaced by a punishment that the workman shall be deprived of his pay and allowances etc. for the remaining twelve days of his retirement on 1-1-84. As the punishment has been altered in the above manner the workman shall be deemed to be in service till his date of retirement namely 1-1-84 and from the above date he shall be treated as a normal retired man on the ground of superannuation. If not otherwise debarred the workman shall get all the benefits of his retirement treating his retirement date on 1-1-84. The workman is deprived of his pays and allowances etc. only for twelve days with effect from 20th of December, 1983 till the end of said month. The management to carry out the order accordingly.

It is in the above manner the necessary award is hereby passed and the dismissal order of the workman is set aside and the same is substituted with punishment mentioned above.

This Award is passed today on 23rd day of October, 1987 at Guwahati under my hand and seal.

G. C. PHUKAN, Presiding Officer

[No. L-30012/13/86-D.III(B)]

का. आ. 3281:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सिंगरेंती कालयरी कम्पनी लि. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-87 को प्राप्त हुआ था।

S.O. 3281.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal,

Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Company Limited, and their workmen, which was received by the Central Government on the 30th October, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD.

Industrial Dispute No. 25 of 1986.

BETWEEN

The Workmen of S.C. Co. Ltd., Bellampalli, Adilabad District (A.P.)

AND

The Management of S.C. Co. Ltd., Bellampalli, Adilabad Dist., (A.P.)

APPEARANCES :

1. None for the Workmen.
2. Sri K. Srinivasa Murthy, Miss G. Sudha and Miss Usha Rani. Advocates for the Management.

AWARD

The Government of India, Ministry of Labour, New Delhi, by its Order No. L-22011/29/84-D. III(B), dated 2-7-1986 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the Industrial Dispute for adjudication to this Tribunal with a direction to submit its Award in the said dispute within a period of 3 months in accordance with sub section (2A) of section 10 of the said Act.

"Whether the action of the management of Singareni Collieries Company Limited, Bellampalli in not recording the 'out' muster of the watchmen at S & P.O. Office Bellampalli, when their 'In muster is recorded is justified? If not, to what relief are such workmen entitled?"

2. Soon after the receipt of the reference it was registered as Industrial Dispute No. 25 of 1986 on the file of this Tribunal. Notice was issued to the President Tandur Coal Mines Labour Union, Bellampalli, Adilabad District with a direction to file his claims Statement on or before 8th August, 1986 while serving a copy on the other side. On 8-8-1986 when the case was called, the claims statement was received by post in this office on 6-8-1986 itself. The Management and its representative were called absent. The dispute was noted to 17-9-1986 for counter. On 17-9-1986 Personnel Officer Sri S. S. Ramachander, was present on behalf of the Management and sought time for filing counter. Sri S. Nagaiiah Reddy, President, Tandur Coal Mines Labour Union on behalf of the workmen was present. he dispute was adjourned to 6-10-1986 for filing counter by the Management. From 6-10-1986 it was adjourned to 5-11-1986. 2-12-1986, 22-12-1986, 17-1-1987. On 17-1-1987 workmen and their representative were absent. The Management did not file any counter but filed a memo (MP No. 12/1987) and it was adjourned to 19-2-1987. On 19-2-1987 Sri S. Nagaiiah Reddy, President, Tandur Coal Mines Labour Union, was present on behalf of the workmen and none was present for the Management. Petition M.P. No. 12/1987 filed by the Management was rejected. Time was extended for filing counter till 20-3-1987. From 20-3-1987 it was adjourned to 21-3-1987 and to 21-4-1987. On 21-4-87 workmen and their representative were called absent and no representation was there on their behalf. One Mr. K. V. Subba Rao Deputy Personnel Manager, came to the Tribunal and filed the counter and the dispute was adjourned to 25-5-1987 for enquiry. On 25-5-1987 both parties were not present and it was adjourned to 11-6-1987. From 11-6-1987 it was adjourned to 7-7-1987, 21-7-1987, 5-8-1987, 14-8-87, 20-8-1987 and to 7-9-1987. On 7-9-1987 workmen were not present. Sri K. Srinivasa Murthy and others filed Vakalat on behalf of the Management and the dispute was adjourned to 22-9-1987 for enquiry. On 22-9-1987 workmen were not present and there was no representation on their behalf. Workmen were

set ex parte and it was posted to 7-10-1987 for Management's evidence. On 7-10-1987 workmen, were called absent and there was no representation. Several adjournments were given to the workmen. Inspite of it they are not interested to contest the case. Counsel for the Management present and reported ready.

From the perusal of the docket sheet it is clear that the workmen have not evinced any interest in the matter. Since they are not interested in prosecuting this case. I hold that the workmen are not entitled to any relief and the reference is terminated.

Given under my hand and the seal of this Tribunal, this the 7th day of October, 1987.

Industrial Tribunal

Appendix of Evidence.

NIL

Dt. : 23-10-87.

K. B. SIDDAPPA, Industrial Tribunal
(No. L-22011/29/84-D. III(B))
V. K. SHARMA, Desk Officer

नई दिल्ली, 12 नवम्बर, 1987

का० प्रा० 3282 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन एयरलाइन्स के प्रबन्धतंत्र से बीच सम्बद्ध नियोजकों और उनके कर्मचारों के अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-87 को प्राप्त हुआ था।

New Delhi, the 12th November, 1987

S.O. 3282.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Airlines and their workmen, which was received by the Central Government on the 4th November, 1987.

ANNEXURE

BEFORE SHRI G. S. KALRA : PRESIDING
OFFICER : CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL : NEW DELHI

I.D. No. 62/84

In the matter of dispute between :

Ms. S. K. Mann, Ex-Airhostess, A3/33, Janak-
puri, New Delhi.

Versus

The Regional Director, Indian Airlines, Thapar
House, Janpath, New Delhi.

Appearances :

Shri Arjun Sikri—for the workman.

Shri Jog Singh—for the Management.

87/1603 GI-5

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-11012(3)/84-D. II(B) dated 17th July, 1984 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Indian Airlines in terminating the services of Miss S. K. Mann, Air Hostess, Palam Airport, New Delhi w.e.f. 17-3-1981 is legal and justified ? If not, to what relief is the workman concerned entitled ?"

2. Some of the uncontroverted facts are that the workman Miss S. K. Mann joined service of the Indian Airlines as a regular Airhostess w.e.f. November, 1971 after completion of her training as a trainee Airhostess. Her services were terminated w.e.f. 17-3-1981 vide letter of even date which being material for determination of the present controversy is reproduced below :

(CONFIDENTIAL)

Regional Director,
Indian Airlines,
New Delhi.

Miss S. K. Mann,
Staff No. 090506,
Air Hostess, IA : Palam,
Thro 'O.M., IA PALAM.
17th March, 1981.

DAD : STF : DISCPL : 1006

This is to give you notice under Rule 13 of the Service Rules applicable to the Flying Crew that your services are no longer required and are terminated forthwith for the reason that you are not medically fit to perform the duties as an Airhostess. Copies of the medical reports, in this connection, are attached.

2. You will be given one month's total wages in lieu of the notice period. It has been decided to pay you an ex-gratia amount calculated @ 15 days wages for every completed year of service by way of abundant caution and without prejudice to the contention that in your case it is not a case of retrenchment. Besides you will be entitled to the gratuity and provident fund as per rules.

3. The Finance Department has been given instructions to settle your dues after checking your commitments. Meanwhile, a cheque for one month's wages in lieu of notice period and ex-gratia payment at the rate of 15 days wages for every completed year of service is enclosed.

Sd/-

Capt. J. S. SANDHU, Regional Director"

3. No notice was given to the workman nor any charge sheet was served upon her nor any disciplinary enquiry conducted against her.

4. The workman has challenged her termination on the grounds that her services have been terminated under Rule 13 of the Indian Airlines Corporation

(Flying Crew) Service Rules (hereinafter referred to as the Flying Crew Service Rules) which is not justified because there was no disciplinary proceedings against her and her services were allegedly terminated on medical grounds; that the medical report of Dr. K. D. Gupta on the basis of which her services were alleged to have been terminated had not declared her permanently unfit for Flying Crew duties, and it only gave the opinion that in her present condition she should be declared unfit for flying; that she had got herself subsequently medically examined from Lady Hardinge Medical College & Hospital by Dr. S. Mahindra; from the E.N.T. Surgeon of Dr. Ram Manohar Lohia Hospital, New Delhi and from Dr. Dharamvir Sehgal Sarhand Mandi, who had all found her to be medically fit and had not found any defect in the drums of both her ears which are alleged to be the reasons for her medical unfitness; that her trouble should have been got cured and the Management should have sent her for treatment rather than terminating her services; that the Management should have taken opinion of the medical board before terminating her services on medical grounds; that the Management had acted in undue haste which reflected its mala fides and arbitrariness and the colourable exercise of its powers; that she had not been given any opportunity to show cause and the Management had violated the principles of natural justice. Hence she has prayed for her reinstatement with continuity of service and full back wages.

5. The Management in its written statement has controverted the claim and allegations of the workman and submitted that as per rules applicable to Airhostess, the case of all Airhostesses who reached the age of superannuation at 30 years were reviewed for extension for a period of two years at a time upto the age of 40 years. During the course of such review, a medical examination has to be conducted to ascertain the medical fitness of the employees to undertake flying duties and in the case of the workman it was found that she was highly irregular in her attendance and she has been keeping herself away from duty mainly on health grounds, as per the leave record indicated in the W. S. When questioned by the Reviewing Authority regarding her leave record and extension of leave on health grounds she admitted that she found it very difficult to perform her flying assignments and as such she was referred to the Corporation Medical Officer for complete medical check up which indicated that she had chronically blocked eustachian tube with perforated ear drum. She was also an old patient of eosinophilia and D. N. S. Subsequently she was referred for expert opinion in Dr. K. D. Gupta, E.N.T. specialist, who after examining her reported that she was not fit for flying duty. She thus having been declared medically unfit, her services were terminated in terms of Rule 13 of the Indian Airlines Service Regulations. Although the termination of the services of the workman on medical grounds did not constitute retrenchment yet she was paid one month salary in lieu of notice besides 15 days salary for every completed year of her service by way of ex-gratia payment. She accepted the amount so offered in full and final settlement and without any reservation and this established that the order of termination besides being valid is also bona fide. It was asserted, that the termination of the workman is in accordance with law and bona fide and cannot be set aside on the grounds

raised by the workman. It was further submitted that the leave record of the workman indicated that apart from the leave due to her she had utilised all kinds of leave including extra-ordinary leave on loss of pay and thus remained away from duty for a very considerable time on account of inability to fly, to the extent of 206 days in a single year. She duly admitted before the reviewing authority that she was finding it very difficult to perform her flying assignment. After she was found medically unfit to undertake flying duties she desired to be considered for ground assignments. She was interviewed for ground assignment purely with a view to accommodate her but she was unfortunately found unsuitable by the Selection Board and as such her services had to be terminated w.e.f. 17-3-81. The subsequent medical examination alleged to have been undertaken by the workman are of no consequence as this is a clear after thought. Moreover, the workman is bound by the decision of the corporation medical officer and the medical certificate obtained by her after lapse of 2 years cannot influence the decision already taken. Since the opinion of the corporation medical officer had been duly confirmed and endorsed by expert opinion of the E.N.T. specialist, her case was not required to be referred to the medical board. As per the rules, the workman was liable to retire from service on attaining the age of 30 years and as such she has no right to be considered and obtain the extension of service after the age of superannuation unless she was found medically fit to undertake flying duties.

6. The workman filed rejoinder in which she controverted the allegations made by the Management and reasserted the facts mentioned in her statement of claim. She denied that as per the rules applicable to Air Hostesses, the cases of all the Air Hostess who reached the age of superannuation at 30 years were to be reviewed for extension of 2 years at a time upto the age of 40 years and submitted that during the pendency of her service, after the pronouncement of the judgment of the Hon'ble Supreme Court, the age of superannuation was raised to 40 years extendable upto 45 years and in fact Air Hostesses who were upto 45 years in age are still in the service of the Indian Airlines. She further stated that she took the leave which was debited to on her account and no loss was ever caused to the Management. She was never served with any notice in regard to irregularity in her attendance on health grounds and termination of her service abruptly without affording any opportunity to show cause is against the principles of natural justice and is illegal, arbitrary and unwarranted in law. She denied that she ever admitted before the Reviewing Authority that it was difficult for her to perform flying duty and she was referred to the corporation medical officer for complete medical check up. She further stated that in the month of October or November, 1980 she suffered from cold and felt pain in her ear and consulted the doctor of her corporation of her own accord and thereafter she was referred to Dr. K. D. Gupta for ear check up. She was not medically checked up completely and as per the rules the employees of the Indian Airlines can take treatment from any doctor of their choice. She denied that she was an old patient of Eosinophilia and D. N. S. and she further stated that as per rules and regulations and bye laws of the Indian Airlines Corporation the services of an employee cannot be

terminated on medical grounds and in the present case the procedure has not been followed and her services were illegally terminated merely on the opinion of a single doctor which is not warranted by any rules and regulations. She further stated that the termination of the service of an employee on medical grounds and termination of service on ground of irregularity are two separate and distinct grounds and can never be mixed together which clearly proves the mala fides of the Management. She further stated that the pain in her ear was not due to any major defect which made impossible for her to undertake flying duties and the condition was curable and she had accepted the payment without prejudice to her legal rights. Her services were terminated when she had already put in 10 years of service and she was 31 years of age. The workman further stated that in the year 1980 she applied for and appeared in an interview alongwith other air hostesses for the post of Passenger Facilitation Assistant and some of the Air Hostesses were appointed to the said post but she was never accommodated and her services were terminated on 17-3-81 much thereafter. The workman got herself medically examined immediately after her illegal termination from Dr. Ram Manohar Lohia Hospital, Lady Hardinge Medical College and Hospital, New Delhi and Dr. Dharam Vir Saigal and the medical reports were duly sent to the Management. It was denied that as per rules she was liable to retire from service on attaining the age of 30 years and stated that before attaining the age of superannuation which is now 40 years the Management is required to give at least 6 months to the concerned employee directing her to appear before the medical board before giving extension for six months but the said rule was not applied in the case of the workman for malafide and evil motives.

7. I have given my anxious consideration to the pleadings of the parties, the evidence brought on record and the submissions made by the representative of the parties and I am of the opinion that the workman who served the Management for about 10 years has been most shabbily treated and has been the victim of arbitrariness and the action of the Management in terminating her services is totally unjustifiable.

8. The Management has placed on record the Flying Crew Service Rules and the Indian Airlines Employees Service Regulations (Service Regulations for Flying Crew). As per the Flying Crew Service Rules, Rule 13 under which the services of the workman have been terminated reads as under :

“13. The services of an employee are terminable at 30 days notice on either side, or basic pay in lieu”

However, Regulation 13 of the Service Regulations for Flying Crew reads as under :

“xxx xxx xxx

***An Air Hostess shall retire from the service of the Corporation upon attaining the age of 35 years or on marriage if it takes place within four years of service or on first pregnancy, whichever occurs earlier.

The competent authority may extend the service of the Air Hostess beyond the age of 35 years upto the age of 40 years by one year at a time subject to the Air Hostess being found medically fit by the Medical Officer of the corporation.”

***This takes effect from 12-4-80”

It is evident that regulation 13 took effect from 12-4-80. As the services of the workman were terminated w.e.f. 17-3-81, this regulation was applicable to the workman. In other words as at the time of the termination of her service, the age of superannuation of the workman was 35 years extendable upto 40 years. Therefore, the plea taken by the Management in the written statement that the age of superannuation of the Air Hostesses was 30 years which was to be reviewed for extension for a period of 2 years of a time upto the age of 40 years is false and negated by the service regulations. The falsity of the statement is also apparent from the fact that the workman completed the age of 30 years on 16-7-80 but she was allowed to continue in service and the review if any for extension of service should have been undertaken before she completed the age of 30 years. Once it is found that this averment of the Management is false, the entire edifice of the Management's case crumbles because there was no occasion at all for the Management for a review on the basis of medical examination for the extension of the service of the workman. The workman has categorically submitted that after the pronouncement of the judgment of the Hon'ble Supreme Court the age of superannuation was raised to 40 years extendable upto 45 years and that Air Hostesses who are upto 45 years in age are still in the service of the Indian Airlines. There is no denial in the affidavit of MW1 Shri V. T. Gehani regarding such pronouncement of the Hon'ble Supreme Court. Rather a facetious statement has been made that at the time when the case of Ms. S. K. Mann was under review for grant of extension or otherwise a decision to amend the relevant rules was taken according to which the retirement age was raised to 35 years as against 30 years and although the rules had not been amended and the workman continued to be governed by the old rules and was thus liable to be retired at the age of 30 years, the Management did not take recourse to the rule in this regard and her services were terminated for bona fide reasons upon her being declared medically unfit to undertake flying duties. It appears that this improvement in evidence has been made in order to justify the false statement made in the written statement that the age of superannuation of the workman was 30 years extendable to 35 years. As is clear from the regulation 13 reproduced above, the age of retirement had been raised to 35 years extendable to 40 years w.e.f. 12-4-1980 and the workman was governed by this regulation and not the old rules, when the order of termination was passed. However, this very witness in his cross-examination has stated that at present the age of retirement of Air Hostesses is 45 years but he has not made clear as to from which date the age of retirement was raised to 45 years. This controversy need not detain us further and it is held that age of superannuation prevailing at the time of termination or retirement would be applicable to the workman and not the age of superannuation which was prevailing at the time of her initial appointment.

9. The letter of termination dated 17-3-81 which has been reproduced above itself a bundle of contradictions and confusion. It opens with the sentence that the workman is given notice under Rule 13 that her services are no longer required and are terminated forthwith for the reason that she was not medically fit to perform the duties of an Air Hostess. This letter is clearly an out and out order of termination and there is hardly any notice given to the workman as her services were terminated forthwith. Therefore, the expression that she was given notice under Rule 13 was recorded to justify conscience of the Management that a mention regarding the notice as required under rule 13 had been made. Although it has been mentioned that she was being paid one month's wages in lieu of notice, there is no explanation available as to what was the hurry in terminating the services of the workman when she had been serving the Management for the last 10 years. Again, on the one hand it has been stated that the services of the workman are no longer required which will clearly mean "retrenchment" but in the subsequent paragraph it has been mentioned that ex-gratia amount calculated at the rate of 15 days wages for every completed year of service was being paid by way of abundant caution and without prejudice to the contention that in her case it was not a case of retrenchment. Again, it has been clearly recorded by the workman herself on Ex. M-15 that she was receiving the letter under protest, and consequently the averment of the Management in its written statement that the workman accepted the amount offered without any reservation is clearly shown to be false. Again in the said letter dated 17-3-81 it self the reason for termination of service has been given as not being medically fit to perform the duties of an Air-hostess and there is no mention whatsoever that the workman was irregular in the performance of her duties or was guilty of any other misconduct. However, the Management in its written statement has taken up an added ground for termination of her services that the workman was highly irregular in her attendance and she had been keeping herself away from duty on health grounds. During the evidence the Management has gone a step further. Shri V. T. Gehani MW1 in his affidavit has stated that the workman had been constantly reporting sick and as such she was not able to stick to her rostered flying assignments. This caused lot of inconvenience to the roster section and resulted in avoidable delay of flights. In his cross-examination he further stated that there were complaints against the workman and adverse entries had been recorded in the confidential dossier of the workman. To substantiate his evidence, the management has placed on record the medical treatment cards of the workman from the year 1972 onwards, the leave account of the workman and more important copies of the letters dated 13-9-79 Ex. M4 and dated 19-2-80 Ex. M-5 written to the workman in which adverse remarks for the years 1977-78 and 1978-79 respectively were conveyed to her and she was asked to improve her performance. No fault can be found in the communication of these remarks to the workman but here we are concerned with the purpose for which these documents have been placed on record and that is to show that performance of the workman had not been satisfactory and there were complaints against her. These documents go to show that the services of the workman were terminated for her alleged misconduct and not for medical reasons alone and in that event it was mandatory for the Management to serve charge

sheet on her and to give her an opportunity to explain her conduct and to defend herself but nothing of the sort has been done. Therefore, there has been clear violation of principles of natural justice in the case of the workman.

10. Even the plea of the Management of termination of service on the ground of medical unfitness of the workman does not stand scrutiny. The rule 13 of the Flying Crew Service Rules, cited above, under which her services have been terminated on grounds of medical unfitness does not stipulate medical unfitness as a ground for termination. In the written statement no rule has been cited under which services of an employee could be terminated on medical grounds. MW1 Shri V. T. Gehani in para 14 of his affidavit has stated as under :

"Although the termination of the workman on medical grounds falls within the purview of the following :

- (1) that during the tenure of her services, her services were liable to be terminated as per clause No. 7 of the appointment letter :

(i) *** *** ***

(ii) If she failed to maintain the following medical fitness standards :

- (a) Normal vision without glasses :
- (b) Weight within the prescribed limits ;
- (c) Developing Air-sickness.

(2) Regulation No. 12 which is reproduced below :

"Flying crew shall be retained in the services of the Corporation only for so long as they remain medically fit for flying duties. Further an Airhostess shall retire from the service of the Corporation on her attaining the age of 35 years."

(3) There being an identical provision in law i.e. Industrial Disputes Act 1947, 200(c)

"termination of services of a workman on the ground of continued ill-health".

11. The term 'medical fitness' mentioned in Regulation 12 is couched in general terms whereas the letter of appointment gives the specific standards of medical fitness required to be maintained by an Air Hostess, during the tenure of her service in default of which her services are liable to be terminated. It has not been pleaded in the written statement that the workman was not maintaining any of the three medical standards mentioned above, and it has simply been pleaded that she was declared medically unfit. The specific reasons given in the written statement for medical unfitness are that her medical check up indicated that she had cronicallly blocked eustachian tube with perforated ear drum and she was also an old patient of eosinophilia and D.N.S. However, these diseases are not included in the medical standards mentioned in the appointment letter. MW1 Shri V.T. Gehani was specifically asked and he admitted that there was nothing on record to show that the workman was suffering from any difficulty of vision or that her weight was not within

the prescribed limits. It is only with respect to air sickness, that he volunteered that the record from 1972 onwards regularly shows that the workman was suffering from Air sickness due to ear problem and she had been taking leave frequently on medical grounds. On further questioning he admitted that they had no document on record to show that she had air sickness due to ear problem. Thus the Management has tried to confuse and confound by treating the ear problem of the workman as air sickness. Management has chosen to forget that any human being can develop such problems and rather than helping the workman by getting her disease treated have shown calousness by throwing her out of job and to fend for herself. It is also pertinent to mention some of the other averments given by MW1 Shri V.T. Gehani in this regard. Thus he stated that an air hostess before being appointed on regular post has to undergo training and the air sickness part of medical fitness is taken care of at the time of culmination of training; and that the workman successfully completed the training and at that time there were no remarks of air sickness against the workman. He could not refute the suggestion that in the case of the workman there were three observation flights during her training and she passed them successfully. From these statements of the witness, it is clear that the workman had not been found suffering from air sickness at the culmination of her training and for that reason she was appointed as a regular air hostess. It is not forthcoming from any medical expert opinion that air sickness could develop subsequently also. To a lay man it would appear that the symptoms of air sickness would appear in the first instance itself and it is only in rare cases that the symptoms which did not occur earlier may re-occur. The Dictionary meaning of the term "Air sickness" in Webster, illustrated Contemporary Dictionary (Encyclopedic Edition) has been given as "Nausea due to varied motions of an aircraft in which one is travelling". The meaning of term "Nausea" has been further given as "(1) a disagreeable sensation accompanied by a nimpulse to vomit (2). A feeling of loathing." Thus in terms of the dictionary meaning of the term Air sickness also, the diseases from which the workman is alleged to have been suffering, cannot amount to air sickness and, therefore, could not form grounds for her removal from service. Moreover, the Doctors who have examined her had not declared her permanently unfit and have rather given the opinion that the disease can be cured and in that event it was the duty of the Management to provide her sufficient medical treatment. Thus, Dr. K. D. Gupta in his report dated 9-3-81 (Ex. M-13) has observed as under :

"This patient is suffering from chronic Eustachian tubal catarrh for many years. In this condition, pain results from inability to equalise pressure. Though this condition is treatable with Grommett's Tube the result is not satisfactory. More so in long standing condition like this pt. has.

In my opinion in her present condition she should be declared unfit for flying."

Thus the medical expert on whose report reliance is placed by the Management, has himself given the opinion that the condition of the workman was treatable but the results were not certain and it is only in

her present condition that she was unfit for flying. This report does not mean that she was permanently unfit for flying nor it could be interpreted to mean that the disease was incurable. In medical treatment, the uncertainly factor is always there, but one takes chances for treatment till the existence of last way of hope. Dr. A. K. Barat who also had examined the workman in his report dated 27-11-1980 (Ex. M-8) had given the opinion as under :

"In view of the problems she is having, we recommend that Miss Mann be given some alternative duty on ground till such time she completes her treatment and is cleared by us. She may please be asked to report to Sr. M. O. Palam."

However, instead of accepting the advice of Doctor A. K. Barat to give the workman alternative ground duty till such time her treatment was completed, the Management was completed, the Management took the extreme step of removing her from service. The Management came up with a strange suggestion in respect of this report of Dr. A. K. Barat in the cross-examination of the workman as WW1. It was thus suggested that the second part of the report of Dr. Barat had been written at the behest of the workman. In other words the management has chosen to rely upon the first part of the report of Dr. A. K. Barat which relates to his diagnosis of the disease from which the workman was suffering but at the same time does not want to believe the other part of the report of Dr. A. K. Barat. The Management cannot be allowed to approbate and reprobate at the same time. Moreover the workman subsequently got herself medically examined from the Lady Hardinge Hospital, Dr. Ram Manohar Lohia Hospital and Dr. Dharamvir Sehgal Sirhind Mandi and has produced medical certificates Ex. W-1, W-2 and W-3 wherein her ears have been found to be absolutely normal. It is thus a case of opinion of some doctor Versus the opinion of some other doctors and there appears no reason why the medical opinion obtained by the workman should not be accepted.

12. Even if for arguments sake the contention of the Management is accepted that the workman had become medically unfit for flying and her services could be terminated on this ground, yet the Management could not have condemned the workman without giving her an opportunity of hearing. Even God is said to have given hearing to Adam for committing the original sin before condemning him. The cardinal rule of Audi alteram partem has been clearly violated in this case. The rule 13 of the Flying Crew Service Rules is similar in import to rule 9(1) of the Central Inland Water Transport Corporation Ltd. Service (Discipline and Appeal) Rules (1979) which was held to be valid under section 23 of the Contract Act as being opposed to public policy and also ultra virus of Article 14 and Directive Principles as contained in Act 39(9) and 41 of the Constitution of India by the Hon'ble Supreme Court of India in the Authority Central Inland Water Transport Corporation Ltd. and another Vs. Tarun Kanti

Sen Gupta and another 1986 Lab. IC 1312 (SC) wherein it was held as under :

“(A) Constitution of India, Art. 12—Expression,

‘the State’ in Art. 12—Interpretation of—Definition of expression ‘the State’ in Art. 12 being for purposes of Part III and Part IV expression is not confined to its ordinary and constitutional sense as extended by inclusive portion of Art. 12 but is used in the concept of the State in relation to Fundamental rights guaranteed by Part III and Directive Principles of State Policy contained in Part IV which are declared by Art. 37 to be fundamental to governance of the Country, (Interpretation of Statutes—Inclusive definition).

Where an interpretation clause defines a word to mean a particular thing, the definition is explanatory and prima facie restrictive ; and whenever an interpretation clause defines a term to include something, the definition is extensive. While an explanatory and restrictive definition confines the meaning of the word defined to what is stated in the interpretation clause, so that wherever the word defined is used in the particular statute in which that interpretation clause occurs, it will bear only that meaning unless where, as is usually provided; the subject or context otherwise requires, an extensive definition expands or extend the meaning of the word defined to include within it what would otherwise not have been comprehended in it when the word defined is used in its ordinary sense. Art. 12 uses the word “includes”. It thus extend the meaning of the expression “the State” so as to include within it also what otherwise may not have been comprehended by that expression when used in its ordinary Legal sense. Art. 12 defines the expression “the State” while the other Articles of the Constitution, such as Art. 152 and Art. 308, and clause (58) of S. 3 of the General Clauses Act define the term “State”. The deliberate use of the expression “the State” in Art 12 as also in Art. 36 would have normally shown that this expression was used to denote the State in its ordinary and Constitutional sense an independent or sovereign State and the inclusive clause in Art. 12 would have extended this meaning to include within its scope whatever has been expressly set out in Art. 12. The definition of the expression “the State” in Art. 12 is, however, for the purposes of Parts III and IV of the Constitution. The contents of these two parts clearly show that the expression “the State” in Art. 12 as also in Art. 36 is not confined to its ordinary and Constitutional sense as extended by the inclusive portion of Art. 12 but is used in the concept of the State in relation to the Fundamental Rights guaranteed by Part III of the Constitution

and the Directive Principles of State Policy contained in Part IV of the Constitution which principles are declared by Art. 37 to be fundamental to the governance of the country and enjoins upon the State to apply in making laws.

(B) Constitution of India, Art 12—“The State”—Central Inland Water Transport Corporation Ltd.—Though Government. Company under S. 617 of Companies Act is “the State” within meaning of Art. 12. (Companies Act (1956) S. 617).

If there is an instrumentality or agency of the State which has assumed the garb of a Government Company as defined in S. 617 of the Companies Act, it does not follow that it thereby ceases to be an instrumentality or agency of the State. For the purposes of Art. 12 one must necessarily see through the corporate veil to ascertain whether behind that veil is the face of an instrumentality or agency of the State. The Central Inland Water Transport Corporation, squarely falls within these observations and it also satisfies the various tests which have been laid down. Merely because it has so far not the monopoly of inland water transportation is not sufficient to divest it of its character of an instrumentality or agency of the State. It is nothing but the Government operating behind a corporate veil, carrying out a governmental activity and governmental functions of vital public importance. There can thus be no doubt that the Corporation is “the State” within the meaning of Art. 12 of the Constitution.

(C) Constitution of India, Art. 14, 39(a), 41 and 226—Central Inland Water Transport Corporation Ltd., Service Discipline and Appeal Rules (1979), B. 9(i)—R. 9(i) empowering Corporation to terminate services of permanent employees without giving any reason and by giving notice—It is void under S. 23 of Contract Act as being opposed to public policy—It is also ultra vires Art. 14 of Constitution and also violative of directive principles contained in Art. 39 (a) and 41—However, right to resign is not void. [Contract Act (9 of 1872), (S. 23) 1986 Lab. IC 494, Partly Reversed.

Whereas various other provisions of the service Rules of the Corporation mention grounds on which services of an employee can be terminated, Cl. (i) of R. 9 is the only Rule which does not state in what circumstances a permanent employee can be removed from service, Cl(i) of Rule 9 is therefore, void under S. 23 of the Contract Act as being opposed to public policy and is also ultra vires Art. 14 of the Constitution to the extent that it confers upon the Corporation the right to terminate the employment of a permanent employee by giving him three months notice in writing or by paying him the equivalent of three months' basic pay and dearness allowance in lieu of such notice in that, besides being arbitrary and unreasonable it wholly ignores audi alteram partem rule. It is also violative of directive principles contained in Arts. 39(a) and 41. It cannot be supported on the basis of mutuality on the ground similar right is conferred on employees also. The right conferred on the employee by the clause to resign is, however, not void. 1986 Lab. IC Partly Reversed.

The principle deducible from various precedents is that the Courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract entered into between parties who are not equal in bargaining power. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. The types of contracts to which the principle formulated above applies are not contracts which are tainted with illegality but are contracts which contain terms which are so unfair and unreasonable that they shock the conscience of the Court. They are opposed to public policy and require to be adjudged void.

The Officers of the Corporation challenging the validity of the Rules had no real option when they accepted the appointment with the Corporation when the Company in which they were serving was dissolved by the order of High Court after the High Court approved the Scheme of Arrangement entered into by the Company with the Corporation. They had also no choice in the matter of acceptance of the Rules when they were framed as non-acceptance would have resulted in termination of their services. The Rules in question form part of the contract of employment between the Corporation and its employees who are not workmen. These employees had no powerful workmen's Union to support them. They had no voice in the framing of the said Rules. They had no choice but to accept the said Rules as part of their contract of employment. There is gross disparity between the Corporation and its employees, whether they be workmen or officers. The Corporation can afford to dispense with the services of an officer. It will find hundreds of others to take his place but an officer cannot afford to lose his job because if he does so, there are not hundreds of jobs waiting. A clause such as clause (i) of R. 9 is against right and reason. It is wholly unconscionable. It has been entered into between parties between whom there is gross inequality of bargaining power. R. 9(i) is a term of the contract between the Corporation and all its officers. It affects a large number of persons and it squarely falls within the principle formulated above. A clause such as R. 9(i) in a Contract of employment affecting large sections of the public is harmful and injurious to the public interest for it tends to create a sense of insecurity in the minds of those to whom it applies and consequently is against public good. Such a clause, therefore, is opposed to public policy and being opposed to public policy, it is void under S. 23 of Contract Act.

(D) Contract Act (9 of 1872), S. 23—Expression 'Opposed to Public Policy'—Not defined in Contract

Act—Scope of transactions falling thereunder varies from time to time.

Contract Act does not define the expression "public policy" or "opposed to public policy". From the very nature of things, the expressions "public policy", "opposed to public policy", or "contrary to public policy" are incapable of precise definition. Public Policy, however, is not the policy of a particular Government. It connotes some matter which concerns the public good and the public interest. The concept of what is for the public good or in the public interest or what would be injurious or harmful to the public good or the public interest has varied from time to time. As new concepts take the place of old, transactions which were once considered against public policy are now being upheld by the court and similarly where there has been a well-recognised head of public policy, the Courts have not shirked from extending it to new transactions and changed circumstances and have at times not even flinched from inventing a new head of public policy. Practices which were considered perfectly normal at one time have today become obnoxious and oppressive to public conscience. If there is no head of public policy which covers a case, then the Court must in consonance with public conscience and in keeping with public good and public interest declare such practice to be opposed to public policy. Above all, in deciding any case which may not be covered by authority Courts have before them the beacon light of the Preamble to the Constitution. Lacking precedent, the Court can always be guided by that light and the principles underlying the Fundamental Rights and the Directive Principles enshrined in the Constitution."

13. In view of the above authority the action taken by the Management is clearly opposed to public policy and cannot be sustained.

14. The mala fides of the Management are writ large on its pleadings and the evidence produced by it. Thus one of the pleas taken is that the medical records showed that from 1972 onwards the workman had been regularly suffering from Air sickness due to her ear problem and had been taking leave frequently on medical grounds. It may be asked as to why the Management did not take action in 1972 when the workman was still young and fresh in her service and could have taken some alternate job if it felt that she was suffering from air sickness and was medically unfit. No explanation is available as to why the Management waited till March, 1981 to take cognizance of her illness right from 1972 onwards. Again another plea taken is that the workman had been taking leave of all kinds and the figures of actual leave taken by her from 1976 to 1980 were cited and the leave record for the relevant period was also produced. On the basis of this leave record it is alleged that the workman had become highly irregular in her attendance and she had been keeping herself away from duty mainly on health grounds. The Flying Crew Service Rules placed on record, provide for at least 11 different kinds of leave which may be availed of by an employee. Such different kinds of leave have been provided to meet the different contingencies and are meant to be availed of if such contingencies arise. It is the case of the Management itself that the

workman had been suffering from some ear trouble and where could be the objection in her taking leave on medical grounds when there is provision for the same. It is not the case of the Management that at any time the workman was on unauthorised absence and the presumption is that the leave availed of by the workman was duly applied for and sanctioned. In fact the workman in her statement as WW1 has asserted that the various kinds of leave taken by her were duly sanctioned and whenever any leave was taken in excess of her entitlement the Management had been deducting from her wages. Thus this plea of the Management is facile and raises doubts regarding its bonafides. It appears that the lie against the workman was cast sometime in 1979 when the Management issued the letter dated 13-9-1979 (Ex. M-4) communicating adverse remarks in the ACR for the year 1977-78 followed by another letter dated 19-2-1980 (Ex. M-5) communicating the adverse remarks in the year 1978-79. It may be noted here that no action on the basis of these remarks in the ACR was initiated in the shape of disciplinary proceedings. The ACRs prior to the year 1977-78 have not been produced and so it may be presumed that they were satisfactory. The point to be noted is the short period between the two communications. This was followed by the decision to get the workman medically examined and to get the reports from the medical experts and then the ultimate step of removing her from service without giving her an opportunity of being heard. Management also did not consider it fit to offer her a ground job where the alleged medical disability would not have mattered. The representation in this regard of the workman copy of which is Ex. W-4 was completely ignored. The fact that the workman was interviewed for the post of Passengers Facilitation Assistance on 17-9-80 but not selected is hardly any consideration the part of the Management towards the workman. The case of the workman right from the very beginning has been that she should have been examined from a duly constituted medical board. The workman had filed an application dated 8-8-85 requesting the Management to produce rules regarding holding and constitution of Medical Board before terminating the service of an employee or before attaining the age of superannuation holding of a medical board or rules regarding referring an employee to a medical expert. However, the Management did not produce any such rules and it was submitted in the reply dated 22-9-86 that as regards rules relating to examination of an Air Hostess by the medical Officers of the Corporation is that whenever an Air Hostess reports to the Medical Officer of the Corporation for getting herself examined the Medical Officer concerned examines her and gives the proper treatment. However, if the medical officer feels that a particular Air Hostess/patient should be referred to a specialist and then she is directly referred to a specialist. On the basis of the opinion given by the specialist the medical officer of the Corporation gives report to the Management regarding the fit-

ness of the Air Hostess. It is only after perusing the report given by the specialist as well as medical officers that the Management takes appropriate action in accordance with the terms and conditions of the letter of appointment and rules and regulations of the Management applicable to the Air Hostess. It is to be noted that the reply is couched in vague terms and it has not been specifically denied as to whether there are in existence any such rules as requested for by the workman. In the written statement, the Management averred that 'since the opinion of the Corporation Medical Officer had been duly confirmed and endorsed by expert opinion of the ENT specialist, her case was not required to be referred to a medical board. In other words, it is not denied that medical boards are constituted by the Management for examination of its employees. Therefore, the Management is guilty of suppressing information.

15. In view of the discussion made above, the action of the Management in terminating the services of Ms. S. K. Mann, Air Hostess w.e.f. 17-3-81 wholly illegal and unjustified and the same is hereby set aside and it is directed that the workman be reinstated with continuity of service and full back wages with interest @ 12% from 18-3-81 till actual payment compounded annually and all other consequential benefits. She is also awarded cost of Rs. 1000/-.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central government for necessary action at their end.

27th October, 1987.

G. S. KALRA, Presiding Officer

[No. L-11012/3/84-D. II(B)]

V. K. SHARMA, Desk Officer.

नई दिल्ली, 6 नवम्बर, 1987

का. आ. 3283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, डी. आर. एम. नारदन रेलवे, लखनऊ के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अन्वध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2 नवम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 6th November, 1987

S.O. 3283.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation

to the management of D. R. M. Northern Railway, Lucknow and their workmen, which was received by the Central Government on the 2nd November, 1987.

BEFORE SRI ARJAN DEV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
KANPUR

Industrial Dispute No. 22 of 1987

In the matter of dispute between :
Sri V. P. Trivedi, Divisional Secretary,
Northern Railwaymen's Union R/Room
Charbagh, Lucknow.

AND

The Divisional Railway Manager,
Northern Railway,
Lucknow.

AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-41011/25/85-D-II(B) dt. 20-1-87, has referred the following dispute for adjudication to their Tribunal:

"Whether the action of D. R. M. Northern Railway Lucknow, in terminating the services of S/Shri Bhagauti and 44 other workmen mentioned in Annexure w.c.f. 4-3-83 is legal and justified? If not to what relief the concerned 45 workmen are entitled and from what date?"

2. In this case notices were issued to the workmen and the Divisional Secretary Northern Railway Men's Union, Lucknow on 18-3-87, 28-5-87, 1-8-87 and 15-9-1987 in pursuance of orders dt. 18-3-87, 22-5-87, 11-5-87 and 10-9-87 respectively. The last notice having been issued fixing 15-10-87 for filing of claim statement complete with documents and list of reliance and witnesses, but on none of the dates fixed in notice workman or the Divisional Secy. put in his appearance, what to say of filing claim statement.

3. It therefore, appears that the workmen and the Divisional Secretary, Northern Railwaymen's Union, Lucknow are no more interested in the case for some reason. Accordingly a no claim award is made in the case.

4. Award is made accordingly.

5. Let six copies of this award be sent to the Government for its publication.

ARJAN DEV, Presiding Officer
ANNEXURE

Sl. No. Name of the workman

1. S/Shri Bhagauti
2. Harilal
3. Patan Deen
4. Mata Deen
5. Ram Bali
6. Ganga Ram
7. Ram Kailash
8. Ram Dayal
9. Ram Jiawan
10. Slabb
11. Noor Mohad.
12. Dhani Ram
13. Bhadai
14. Ram Gulam
15. Hari Ram
16. Jag Pd.
17. Nokha

1603 GI/87

18. Bhaguti
19. Shripal
20. Shyam Lal
21. Ram Charan
22. Sohan Lal
23. Ram Manohar
24. Jagdish Prasad
25. Keshaw Ram
26. Ram Khelawan
27. Liyakat Ali
28. Dhani Ram
29. Laloo Ram
30. Sukuru
31. Mubarak
32. Rati Pal
33. Indra Shyam
34. Nankau
35. Khelawan
36. Sharada
37. Chhedilal
38. Lalta
39. Ram Lal
40. Chhednal
41. Ram Dheeraj
42. Giraja
43. Laxami
44. Jag Mohan
45. Sita Ram

19-10-1987

ARJAN DEV, Presiding Officer
[No. L-41011/25/85-D-II(B)]

नई दिल्ली, 9 नवम्बर, 1987

क्र. आ. 3284 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मीनिशर डिवीजन्सल मैकेनिकल इंजीनियर उत्तर रेलवे क्वार्टर, के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 3 नवम्बर 1987 को प्राप्त हुआ था।

New Delhi, the 9th November, 1987

S.O. 3284.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Senior Divisional Mechanical Engineer, Northern Railway, Lucknow and their workmen, which was received by the Central Government on the 3rd November, 1987.

ANNEXURE 'A'

BEFORE SRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,
KANPUR

Industrial Dispute No. 58 of 1986

In the matter of dispute between :

The Zonal President,

Uttar Railway Karamchhari Union,
96/196, Roshan Bajaj Lane,
Ganesh Ganj, Lucknow.

AND

The Senior Divisional Engineer,

Northern Railway,
Hazaratganj,
Lucknow.

APPEARANCES :

Shri B. D. Tewari, representative—for the workman and
Shri Ravi Jauhari, representative—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-41012(31)/85-D.II(A), dt. 17-3-86, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the Senior Divisional Mechanical Engineer, Northern Railway, Hazaratganj, Lucknow in terminating the services of Shri Jeewan Lal, Fitter Khalasi, Loco Shed, Northern Railway Lucknow, w.e.f. 4-9-81 is legal justified? If not, to what relief the workman is entitled to?

2. The case of the workman is that he was recruited as temporary employee under Loco Foreman, Northern Railway, Lucknow, on 5-2-80. On 4-9-81, his services were terminated by Sr. Divisional Mechanical Engineer Northern Railway, Lucknow, without giving him any notice/notice pay and retrenchment compensation. He further alleges that he had completed more than 240 days during year preceding his date of retrenchment.

3. In this case claim statement was filed by workman on 31-3-86. Notices was then issued to the management fixing 24-4-86 for filing of written statement. Again on 24-4-86 and 22-5-86 notices were ordered to be issued to the management for filing written statement. The notice which was issued on 22-5-86 was for 30-6-86. On 30-6-86 Sri Ravi Jauhari, Chief Law Assistant, put in appearance on behalf of the management. On his oral prayer time till 29-7-86 was given to the management for filing written statement. Even on 29-7-86, management did not file written statement. However, my learned predecessor gave another opportunity to the management for filing written statement by 19-8-86. On 19-8-86, on management's application for further time to the written statement, my learned predecessor gave time till 29-8-86 for the same on payment of Rs. 30 as cost. On 29-8-86 time till 16-9-86 was allowed to the management for filing written statement on payment of Rs. 30 as cost by my learned predecessor. On 16-9-86, having been declared a holiday the case was taken up on 17-9-86. On 17-9-86, once again my learned predecessor granted time till 16-10-86 to the management for filing written statement. On 16-10-86, also the management did not file written statement. On 20-10-86 time to file written statement was given to the management by my learned predecessor on payment of Rs. 50 as cost. On 7-11-86 my learned predecessor permitted the management to file written statement and to pay the total cost amounting to Rs. 110 by 14-11-86. On 14-11-86, time till 16-12-86, was allowed to the management for filing written statement on payment of Rs. 50 as further cost. No written statement was filed by the management even on 16-12-86. On 19-1-87, my learned predecessor passed the following orders :

In this case a number of adjournments have been taken by management. Cost Rs. 160 have not been paid as yet.

Let cost total be paid on the next date and reply filed on the next date failing which I will proceed with the case without written statement. Management may bring management's affidavit evidence on 10th February, 1987 and parties document at court Lko. Sd/- P.O.

On 10-2-87, on account of management's failure to comply with the said order my learned predecessor passed the order which reads as under :

Cost not paid nor written statement or affidavit evidence filed. Management representative states that he has arranged for the cost.

The case shall stand struck off as regards management and affidavit evidence taken of workman on 23-2-87 at camp Lucknow if management does not pay cost, file written statement and affidavit evidence Sd./- P.O.

On 3-2-1987, my learned predecessor at 5 p.m. passed the following order :

The right of the management as regards this case stands struck off as ordered on the last date for non-compliance. Workman to file affidavit evidence and application for cross on 23-3-87.

Sd./- P.O.

4. Thereafter, the case was taken up on further dates. Ultimately on 7-10-87, Shri Hamid Qureshi, Advocate, counsel for the management moved an application for recalling and setting aside earlier orders dt. 23-2-87 and 27-8-87 and to admit written statement. This application was rejected by me in view of earlier orders dt. 19-1-87 and 23-2-87, passed by my learned predecessor and also on account of non-payments of costs even by date. In the application grounds for setting aside these two orders was not mentioned. However, Sri Qureshi was given the opportunity on his oral prayer to cross-examine the workman's witness.

5. In this case Sri B. D. Tewari, the authorised representative of the workman, filed his own affidavit in support of workman's case. In his affidavit he has stated that the workman in question was recruited on 5-2-80 as Fitter Khalasi Loco Shed Northern Railway, Lucknow and that thereafter, the said workman continuously worked as Fitter Khalasi upto 4-9-81, when in the afternoon of the same day Sr. DME Lucknow terminated his services without furnishing the workman any order of termination. Lastly, he has stated that the workman was not paid notice pay nor retrenchment compensation.

6. In his cross, Sri Tewari has deposed that no letter of appointment was issued to the workman. Annexure II to the claim petition is photostat copy of the identity Card of the workman. The original identity cards, according to him was filed in the earlier conciliation proceedings. He has denied that the whole case has been cooked up. According to him he himself had seen the paid vouchers. He has denied the documents filed by workman in this case are forged. There is no evidence to the contrary from the management side. Therefore, I have no reason to disbelieve Sri B. D. Tewari, who is not only the authorised representative of the workman but also the Zonal President of Uttar Railway Karamchhari Union, as has been described by him on oath. The facts deposed to by him in his affidavit go to show that workman had completed more than 240 days.

7. Shri H. Qureshi, Advocate, counsel for the management has then cross-examined Shri B. D. Tewari, about the union of his union is 941. He is Zonal Working President of the his cross-examination Sri Tewari says that the registration no. of his union is 941. He is Zonal Working President of the Union. He has also stated that in the office of Northern Railway every year list of the office bearers is submitted and that even in this year such a list was submitted in the office of the Divisional Railway Manager. Then he has stated that industrial dispute in this case was raised by union through its resolution. He has denied that his union has not passed

any such resolution. Since the above facts deposed to by Sri Tewari remain un-rebutted, I see no reason to disbelieve him even on these facts.

8. Thus from the above, I find that the services of Sri Jeewan Lal Workman who was recruited on 5-2-80 were terminated illegal without payment of notice pay and retrenchment compensation. The management has also not observed the provisions of section 25F I.D. Act.

9. Accordingly it is held that the action of the management (Sr. DME, N.R. Lucknow) in terminating the services of Sri Jeewan Lal Fitter Khalasi, Loco Shed, Northern Railway, Lucknow w.c.f. 4-9-81 is not justified. He is therefore, entitled to be reinstated with continuity of service and full back wages.

10. Award is made accordingly.

11. Let 6 copies of this award be sent to the Government for its publication.

Dt. : 19-10-1987.

ARJAN DEV, Presiding Officer

[No. L-41012/31/85-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली 4, नवम्बर 1987

का आ 3285 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नारद्वर्त रेलवे के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारी के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 29 अक्टूबर, 1987 को प्राप्त हुआ था।

New Delhi, the 9th November, 1987

S.O. 3285.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on the 29th October, 1987.

BEFORE SHRI C. S. KALRA, PRESIDING OFFICER:
CENTRAL GOVT. INDUSTRIAL TRIBUNAL: NEW DELHI

I. D. No. 31-85

In the matter of dispute between :

Shri S. K. Sharma, s/o Shri Lal Chand Sharma, Electrical Fitter, Diesel Shed, Tughlakabad, New Delhi.

Versus

The Management of Northern Railway, Diesel Shed, Tughlakabad, New Delhi

1. D. R. M. N. R., New Delhi

3. General Manager, Northern Railway Baroda House, New Delhi & Govt. of India.

APPEARANCES :

Shri Partap Rai—For the workman.

Shri V. K. Bagga — For the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-41012(1)/83-D.II(B) dated 18th July, 1985 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Northern Railway, Diesel Shed, Tughlakabad in dismissing the workman Shri S. K. Sharma, Electrical Fitter,

Diesel Shed, Tughlakabad, New Delhi w.c.f. 20-12-1981 is legal and justified? If not to what relief the workman is entitled?"

2. Some of the uncontroverted facts are that the workman S. K. Sharma was at the relevant time employed as Electrical Fitter in the Diesel Shed at Tughlakabad under Sr. D.M.E. Tughlakabad and D.R.M. Northern Railway, Delhi Division, New Delhi. On 2-8-81 at 15.30 hrs. Gurbachan Singh Foreman/DLS conducted a surprise check and found the workman alongwith 7-8 other persons absent from duty. The workman did not turn up till 17.00 hrs. and was marked absent. On the following day i.e. 3-8-1981 when the workman reported for duty at 8.30 hrs the token was denied to him on account of his absence on 2-8-81 and then the workman alongwith other staff who were found absent on 2-8-81 went to the residence of the said Gurbachan Singh Foreman and an incident is alleged to have taken place at the residence of the said Foreman for which the workman was charge sheeted and a domestic enquiry was held against him. The Enquiry Officer found the charges against the workman proved and the workman was awarded the punishment of removal from service w.c.f. 28-12-81. The appeal filed by the workman was also rejected.

3. The workman has challenged his termination on the main grounds that the charge sheet was served on the basis of frivolous preliminary enquiry which was an eye-wash and the action of the Management was wrong, malafide and unfair; that the domestic enquiry was vitiated in as much as principles of natural justice were not observed and the workman was not supplied with the copies of the statement of different persons examined in the course of the so-called preliminary enquiry held by Shri H. R. Khokhar SU/DSL though asked for in the enquiry and that the statement of Sh. Gurbachan Singh Foreman who was a complainant was not recorded by the enquiry officer and the workman did not get an opportunity to a certain the validity of the complaint by cross-examining the said Gurbachan Singh; that the occurrence of the happening was outside the Diesel Shed as reported by Shri Gurbachan Singh and as such the said administration has no jurisdiction to take up the matter itself which pertained to law and order authorities; that the findings of the enquiry officer were perverse and one sided. It was further pleaded that the punishment awarded was excessive in relation to the alleged offence of the workman. In the light of these pleadings it has been prayed by the workman that the order of his removal from service may be set aside and the Management asked to reinstate him with back wages and continuity of service.

4. The Management has controverted the claim and allegations of the workman and asserted that the domestic enquiry was fair and proper and the principles of natural justice were fully observed and the workman was given full opportunity to explain his conduct and to defend himself. The findings of the enquiry officer were based on the evidence brought on record in the course of the enquiry and are not perverse or biased. The Management justified its action of removal of service on the basis of the seriousness of the charge against the workman.

5. At the outset, it may be observed that this Tribunal does not sit in appeal over the actions of the Management and at this stage what is required to be seen is whether the domestic enquiry conducted against the workman on the basis of which the order of removal from service was passed was fair and proper and the rule of natural justice were followed or not. The record of the enquiry proceedings produced clearly shows that the domestic enquiry was conducted in a fair and proper manner and the workman was supplied with the copies of the relevant documents and was afforded sufficient opportunity to defend himself. In fact the workman himself in his statement as WW3 admitted that the list of witnesses was given to him and that he was given opportunity to cross-examine the witnesses and that the copy of the complaint filed by Gurbachan Singh was supplied to him and that he was allowed to engage defence counsel of his choice and that he had no occasion to ask for adjournment as the enquiry was adjourned by the enquiry officer himself. In the light of these admissions there can hardly be any grouse on the part of the workman against the fairness and the propriety of the enquiry proceedings. Even most of the facts on the basis of which he was charge sheeted stand admitted by the workman. Thus he stated that on 2-8-81 he had gone to supervise the work of the railway canteen and he was marked absent

by Gurbachan Singh Foreman for that period. In other words he admits that he was absent from his duty on 2-8-81 from 13.30 hrs to 17.00 hours, on the basis of which the token was refused to him although he has advanced an excuse for his absence. Again he had stated that he alongwith 8 others had gone to the residence of Gurbachan Singh for getting the slip for tokens but he refused to give the slip and thus he reported to the mine office and the General Foreman came at about 11 AM. Thus the workman admits his presence at the residence of Gurbachan Singh Foreman on the morning of 2-8-81 when he is alleged to have manhandled said Gurbachan Singh by holding him from the collar for which he was charge sheeted, prosecuted and punished. The workman has now taken a tacit plea that the occurrence took place outside the diesel shed and as such the shed administration has no jurisdiction. In the first instance the residence of Gurbachan Singh where the occurrence took place is within the railway premises. Moreover the workman himself admits to have gone to the residence of Gurbachan Singh to demand slips for tokens which obviously would have been official work on the part of Gurbachan Singh. Thus the workman cannot be allowed to approve or reprobate at the same time and his plea in this regard is rejected. Another objection taken by the workman is that the copies of the statements recorded during the preliminary enquiry were not supplied to him, although he had asked for the same from the enquiry officer. In his statement as WW3 the workman has stated that he had asked for the papers from H. R. Khokhar who conducted the preliminary enquiry but he refused to supply the same to him. Thus he contradicted his plea in the written statement where he stated that he had asked for the papers from the enquiry officer who conducted the domestic enquiry. Now the said H. R. Khokhar who conducted the preliminary enquiry has been examined by the workman himself as WW1, but he was not asked any question as to whether the workman had asked for any papers and he had not supplied them or whether he had recorded the statement of witnesses during the course of his preliminary enquiry. The enquiry officer who conducted the domestic enquiry was also put into the witness box by the Management as MW1 but he has also not been asked any question that the workman had ever asked him to supply copies of any documents which he had refused. On the other hand he has categorically stated that no request of production of any witness or document was ever refused and that copies of the relevant documents and list of witnesses were furnished to the delinquent against receipt which is their usual practice and that relevant documents are always supplied and in case of irrelevant documents reasons for refusal are always recorded. The facts of the present case are clearly distinguishable from the facts of the authority State of U.P. Vs. Mohd. Sharif (dead) through LRs. 1982(1)LLJ Supreme Court, 180 relied upon by the Id. representative of the workman.

6. Another objection taken by the Id. representative for the workman is that Gurbachan Singh Foreman who was complainant had not been examined in the enquiry and this had caused prejudice to the workman. In the first instance it is not necessary that the complainant in the disciplinary proceeding must always be examined. Secondly the management decided to take action on the basis of a preliminary enquiry got conducted by it and Shri Gurbachan Singh cannot be stated to be a complainant in the strict sense of the term, although he was the victim of the assault and he made a complaint in this regard. In any case the non-examination of Gurbachan Singh in the domestic enquiry does not vitiate the enquiry proceedings. The facts of the Authority Gokulnanda Tripathy and the management of M/s. Sandardas Dr. Hansraj and another 1975(1)LLJ 133 Orissa High Court, relied upon by the Id. representative of the workman, are clearly distinguishable and is not applicable to the facts of the present case. At the cost of repetition it may be observed that most of the facts are admitted by the workman himself and the production or non-production of Gurbachan Singh could hardly have made any difference on merits. WW1 Shri H. R. Khokhar who conducted the preliminary enquiry has been examined by the workman himself and he has stated that the complaint was against 7-8 employees including the workman and according to his report there was exchange of hot words and shouting.

7. Another objection taken by the workman is that there has been discrimination in as much as the other 7-8 persons who had accompanied the workman to the residence of

Gurbachan Singh have not been prosecuted or punished. The case of other 7-8 persons is clearly distinguishable because it is the workman who admittedly was Union leader and had led those workmen to the residence of Gurbachan Singh Foreman. Moreover, the other 7-8 persons did not do any overt act and it is the workman who is only alleged to have physically man handled the Foreman. Therefore, Management cannot be faulted for not taking any action against the other 7-8 persons. The authority Sangara Singh and others and State of Punjab and others 1964(1)LLJ 161 Supreme Court, relied upon by the representative of the workman, is clearly distinguishable and not applicable to the facts of the present case.

8. Again it has been alleged that the charge sheet served upon the workman was dated 1-8-81 whereas the occurrence had taken place on 3-8-81 and, therefore, the action against the workman had been pre-planned. In the first instance it has been denied by the Management that the charge sheet was dated 1-8-81. In any case even if the date 1-8-81 is present on the charge sheet it is only clerical mistake because according to the workman himself the occurrence took place on 3-8-81 and WW1 Shri H. R. Khokhar has also stated that he conducted preliminary enquiry on 3-8-81. Therefore, there was no question of the charge sheet having been prepared on 1-8-81. The objection taken by the workman in this regard is frivolous and is rejected.

9. Lastly, it has been urged by the representative for the workman that the workman belonged to the Electrical Branch and the order of removal was passed by an officer of the Mechanical Branch, and, therefore, he was not competent authority to pass the order of punishment. This argument does not carry any conviction because it has been stated in the statement of claim itself that the workman at the relevant time was employed as Electrical fitter in the diesel shed at Tughlakabad under the Sr. D.M.E. Tughlakabad and the DEM NR. Rly Delhi Division New Delhi. It is Sr. D.M.E. who has passed the order of removal and hence it cannot be said that he was not competent authority.

10. In view of the discussion made above, the order of removal has been passed on the basis of a fair and proper domestic enquiry and is legal and valid. As regards the quantum of punishment, it may be observed that in the first instance the workman had been found absent from duty on the previous day and then the workman led 7-8 other employees to the residence of the Foreman who had marked him absent and manhandled him. There could not be any worse act of indiscipline on the part of an employee. The disciplinary authority was right in coming to the conclusion that the presence of the workman in the Shed would be constant threat to that discipline and smooth running of the Shed. The punishment awarded also does not call for any interference. The workman is not entitled to any relief and this reference is disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer

[N. L-41012]1[83]D.II(B)]

HARI SINGH, Desk Officer

21st October, 1987.

नई दिल्ली 15 नवम्बर, 1987

का. आ. 3286:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर नारदन रेलवे के प्रबंधन में सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 नवम्बर 1987 को प्राप्त हुआ था।

New Delhi, the 15th November, 1987

S.O. 3286.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of G.M. Northern Railway and their workmen, which was received by the Central Government on the 3rd November, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 42/87

PARTIES:

Employers in relation to the management of Northern Railway.

AND

Their workman Parshotam Lal.

APPEARANCES:

For the workman.—None.

For the management.—None.

INDUSTRY: Rly.

STAE: Haryana

AWARD

Dated: 26-10-1987

Vide Central Govt., notification No. L-41012/32/85-D.II(B) dated 12-6-1987 issued under Section 10(1)(d) of the Industrial Disputes Act 1947 was referred to this Tribunal for decision which is as under:

"Whether the action of the Senior Engineer, Shimla in terminating the services of Shri Parshotam Lal casual Labour under PWI Kalka from 4-2-1984 was regular and justified? If not, to what relief is the workman concerned entitled to and from what date?"

2. Address of the workman as given in the reference is as under:

Shri Parshotam Lal, Nagrota Surian, Teh. Dhera Gopi, District Kangra (H.P.).

Notices were issued to the parties at the above address. Railway was served for today. None is present. About workman the report was that there are many person of this name so name of father be supplied. As in the reference name of father of the workman is not there so this Tribunal is not in a position to call the workman for try the reference.

For want of complete address the reference is returned and be deemed to have been answered against the workman.

Chandigarh,

Dated: 26-10-1987.

M. K. BANSAL, Presiding Officer.

[No. L-41012/32/86-D.II(B)]

HARI SINGH., Desk Officer

नई दिल्ली, 9 नवम्बर, 1987

का. आ. 3287:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बरेली कारपोरेशन बैंक लि. के प्रबंधन में सम्बन्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-87 को प्राप्त हुआ था।

New Delhi, the 9th November, 1987

S.O. 3287.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bareilly Corporation Bank Limited, and their workmen, which was received by the Central Government on the 2-11-1987.

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
KANPUR

I.D. No. 105/87

In the matter of dispute between:

Shri S. S. Mehrotra C/o The General Secretary U.P.
Bank Employees Congress, Unit Bareilly 364 Sahu-
kara Laxmi Narain Road, Bareilly.

AND

The General Manager, Bareilly, Corporation Bank Ltd.
Central Office, 129-D Civil Lines, Bareilly.

AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-12012/123/8-DIV(A) dated 18-8-87, has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of Bareilly Corporation Bank Ltd., in not considering the case of Sri B. S. Mehrotra, clerk, in the second list of options circulated vide circular no. 113 dated 19-9-84 for the post of special assistants and considering the clerk junior to him, is justified? If not, to what relief the concerned workman is entitled?

2. Notices were issued in pursuance of order dt. 24-8-87 and 22-9-87 to the workman Shri B. S. Mehrotra for filing claim statement alongwith documents and list of reliance of witnesses but neither he nor any authorised representative on his behalf has put in appearance. The second notice was issued for 27-10-87. The workman, therefore, seems not interested in prosecution of the case. Accordingly a no claim award is given in the case.

3. Let 6 copies of this award be sent to the Government for its publication.

Dated: 27-10-1987.

ARJAN DEV, Presiding Officer
[No. L-12012/123/86-D.IV(A)]

नई दिल्ली 11 नवम्बर 1987

का. आ. 3288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, करुर वयसा बैंक लिमिटेड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-1987 को प्राप्त हुआ था।

New Delhi, the 11th November, 1987

S.O. 3288.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Hyderabad as shown in the Annexure, in the Industrial Disputes between the employers in relation to the management of Karur Vyasa Bank Limited, and their workman, which was received by the Central Government on the 2nd November, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

Industrial Dispute No. 46 of 1986

BETWEEN

The Workman of Karur Vyasa Bank Limited, Guntur.

AND

The Management of Karur Vyasa Bank Limited, Guntur.

APPEARANCES:

1. Sri A. Krishnamurthy and Sri P. Nageswara Sree, Advocates—for the Management.
2. None—for the workman.

AWARD

The Government of India, Ministry of Labour, New Delhi, by its Order No. L-12012/16/82-D.IV(A), dt. 29-9-1986 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947), for adjudication of the Industrial Disputes between the workman and the Management of Karur Vyasa Bank Limited, Guntur. The reference is as follows:

"Whether the action of the management of Karur Vyasa Bank Limited, Guntur in dismissing Shri G. Srinivasa Rao, Peon from service with effect from 26-2-1982 is justified? If not, to what relief is the workman concerned entitled?"

2. Soon after the receipt of the reference it was registered as I.D. No. 46 of 1986 on the file of this Tribunal. Notice was issued to the workman with a direction to file his Claims Statement on 7-11-1986 while serving a copy of it on the Management. The workman sent his claims statement by post on 3-11-1986. On 3-11-1986 parties were called absent and the dispute was adjourned to 22-11-86 for counter of the Management from 22-11-86 it was adjourned to 22-12-86 and to 28-1-87. On 28-1-87 Sri A. Krishna Murthy and others filed Vakalat for the Management and for counter it was adjourned to 4-3-87. For counter it was adjourned from 4-3-87 to 23-3-87, 24-3-87, 18-4-87, 15-5-87, 15-6-87, 15-7-87, 31-7-87, 20-8-87 and to 2-9-87. On 2-9-87 the

Management filed its counter and the dispute was adjourned to 22-9-87 for enquiry. On 22-9-87 workman was not present. He was set ex parte and it was adjourned to 7-10-87 for enquiry. On 7-10-87 when the dispute was again on the bench the workman was called absent and no representation. Several chances were given to him. The case was called twice today on both the occasions workman was not present. Counsel for the Management present and ready.

On careful perusal of the docket sheet it is found that the workman never appeared before this Tribunal nor contested the matter and it clearly goes to show that the workman is not interested in prosecuting his case. Hence the reference is terminated holding that the workman is not entitled to any relief.

Given under my hand and the seal of this Tribunal, this the 7th day of October, 1987.

Appendix of Evidence

NIL

K. B. SIDDAPPA, Industrial Tribunal

[No. L-12012/16/82-D.IV(A)Pt]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 12 नवम्बर, 1987

आदेश

का०आ० 3289.—भारतीय जीवन बीमा निगम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच औद्योगिक विवाद को राष्ट्रीय औद्योगिक अधिकरण, जिसका मुख्यालय बम्बई में है, को न्याय निर्णयन के लिए निर्देशित किया गया था और इसके पंचाट को दिनांक 29 मई, 1986 के का०आ० 2225 के रूप में दिनांक 7 जून, 1986 को भारत के राजपत्र, भाग-II खण्ड 3, उप खण्ड (III) में प्रकाशित किया गया था;

और केन्द्रीय सरकार के ध्यान में यह लाया गया है कि उक्त राष्ट्रीय औद्योगिक अधिकरण के समक्ष कतिपय आवेदन लंबित पड़े हैं जिनका निराकरण किया जाना है;

और केन्द्रीय सरकार को राय है कि उक्त आवेदनों को राष्ट्रीय औद्योगिक अधिकरण द्वारा निराया जाए;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक राष्ट्रीय औद्योगिक अधिकरण गठित करती है, जिसका मुख्यालय बम्बई में होगा और न्यायमूर्ति एम०एस० जामदार को इसका पीठासीन अधिकारी नियुक्त करती है। उक्त राष्ट्रीय औद्योगिक अधिकरण उक्त अधिनियम में की धारा 10 की उप धारा (2-क) के अनुसार उक्त संदर्भ में लंबित पड़े सभी आवेदनों के संबंध में अपना पंचाट छह महीनों के अन्दर देगा।

[संख्या-एल०-17011/2/83-डो०-4(ए०)]

के० जे० देव प्रसाद, डेस्क अधिकारी
डेस्क-iv/(ए)

New Delhi, the 12th November, 1987

ORDER

S.O. 3289.—Whereas an industrial dispute between the employers in relation to the management of the Life Insurance Corporation of India and their workmen was referred

for adjudication to the National Industrial Tribunal, with its Headquarters at Bombay, and its award was published in Part II, Section 3, Sub-section (i) of the Gazette of India, dated the 7th June, 1986, as S.O. 2225 dated the 29th May, 1986.

And whereas it has been brought to the notice of the Central Government that certain applications were pending before the said National Industrial Tribunal which are pending disposal;

And whereas the Central Government is of the opinion that the said applications may be disposed off by a National Industrial Tribunal;

Now, therefore, in exercise of powers conferred by Section 7B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a National Industrial Tribunal, with its Headquarters at Bombay and Justice M. S. Jamdar as its Presiding Officer. The said National Industrial Tribunal shall submit its award on all the pending applications in the said references within a period of six months in accordance with the sub-section (2A) of Section 10 of the said Act.

[No. 17011/2/83-D.IV(A)]

K. J. DYVA PRASAD, Desk Officer

Desk-IV(A)

नई दिल्ली, 10 नवम्बर, 1987

का. आ. 3290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार सुदाम्दिह क्षेत्र की पथरदिह कोलियरी, मैदात भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बद्ध निवीजकों और उनके कर्मचारियों के बीच, अन्तर्गत में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संज्ञा-2 धनबाद के पंचायत को प्रकटित करती है, जो केन्द्रीय सरकार को 2 नवम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 10th November, 1987

S.O. 3290.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Patherdih Colliery in Sudamdih Area of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 2nd November, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 155 of 1985

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES:

Employers in relation to the management of Patherdih Colliery in Sudamdih Area of M/s. Bharat Coking Coal Ltd. and their workmen.

APPEARANCES:

On behalf of the workmen: None.

On behalf of the employers: Shri R. S. Murthy, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dated, Dhanbad, the 26th October, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of

the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (148)/85-D.III(A), dated, the 6th December, 1986.

SCHEDULE

"Whether the action of the management of Patherdih Colliery in Sudamdih Area of M/s. Bharat Coking Coal Limited in dismissing Shri Teju Mahato, Mechanical Fitter from service from 5-12-1983 and not paying him wages from 7-12-82 to 27-4-84 was justified? If not, to what relief is the workman concerned entitled?"

The case of the workmen is that the concerned workman Shri Teju Mahato was a permanent workman of Patherdih Colliery of M/s. BCCL and he was working as a Mechanical Fitter in 7 Seam mine in the Mechanical department. On receiving the message that his father expired, the concerned workman secured leave from the Asst. Manager incharge of his mine from 12-10-82 to 31-10-82 and went to his native place. The concerned workman fell sick at his village home on 30-10-83 and recovered from his sickness from 14-11-83. The concerned workman informed the management regarding his illness by dak on 31-10-83 requesting for grant of leave until recovery. In the meantime there was a government camp of birth control and he got his wife sterilized on 15-11-83 for which his presence was necessary. The concerned workman sent the above information by dak to the management on 16-11-83 requesting for further grant of leave till his wife gets normal. The management did not reply to any of his letter. The concerned workman reported resumption of his duty on 7-12-83 and learnt from Shri R. R. Vaishantri Personnel Officer that he has been dismissed from service. The concerned workman filed a petition on 17-12-83 explaining the reasons regarding his absence and also produced all the necessary documents. The concerned workman had not received any letter of enquiry while at his village home. The enquiry was done ex parte and the management had violated the principles of natural justice. A dispute was raised before the ALC(C) regarding reinstatement of the concerned workman where the management agreed to consider the demand of the concerned workman and thereafter the dispute before the ALC(C) was withdrawn. The management thereafter issued an office order dt. 28-4-84 allowing the concerned workman to resume his duties with immediate effect on his original post. The concerned workman resumed his duty on that very day i.e. on 28-4-84. The concerned workman was not paid wages for the period from 7-12-83 to 27-4-84 and the workman have demanded the wages for the said idle period. It is submitted that as the dismissal of the concerned workman was unjustified and the management allowed the concerned workman to resume his duties, he was entitled to the wages for the period from 7-12-83 to 27-12-84 with other benefits.

The case of the management is that the concerned workman absented with effect from 12-10-82 without permission and satisfactory cause for more than 10 days which is a misconduct under the Standing Orders. The concerned workman was therefore issued with a chargesheet dt. 9/12-11-83 and the chargesheet was sent to the concerned workman by Registered Post with Acknowledgement due. The concerned workman did not submit his reply to the chargesheet within the specified period and thereafter it was decided that a domestic enquiry should be held against the concerned workman. Shri R. R. Vaishantri, Personnel Officer, Patherdih Colliery was appointed as enquiry officer and the date of enquiry was fixed on 30-11-83 for which a telegram was sent to the concerned workman at his village home. The concerned workman failed to turn up in the enquiry and as such the enquiry officer held the enquiry ex parte. The enquiry officer after examining the management's witnesses submitted his enquiry report finding the concerned workman guilty of the misconduct of which he was charged. The report of the enquiry officer was considered and seeing the gravity of the misconduct proved against the concerned workman, the Agent of Patherdih Colliery dismissed the concerned workman from service by the Order dt. 3/5-12-83 with effect from 5-12-83.

The further case of the management is that the reference is bad in law in as much as the concerned workman was subsequently taken back in the employment with effect from 28-4-84 and he was allowed to resume his duty by treating the period of his absence between 5-12-83 to 27-4-84 as the period on leave without pay. The concerned workman accepted the said order which was in accordance with the mercy appeal made by the concerned workman. In view of the above the concerned workman is not entitled to any wages for the period of his absence.

The union or the concerned workman after filing their W.S. did not appear in the case and therefore the case was taken up for hearing *ex parte*.

The point for consideration is whether the concerned workman is entitled to the wages for the period 7-12-83 to 27-4-84.

The management examined one witness before this Tribunal and produced documents which have been marked Ext. M-1 to M-8.

MW-1 Shri A. K. Srivastava was the Agent of Patherdih Colliery under whose signature the chargesheet Ext. M-1 had been issued against the concerned workman. He has stated that the chargesheet was sent by Regd. A/D and the postal receipt Ext. M-2 has been filed to show that the chargesheet had been sent to the concerned workman by Regd. Post. He has also stated that when the concerned workman did not submit his explanation, a telegram was sent to him a copy of which has been filed as Ext. M-3. He has stated that Shri R. R. Vaishanthy had conducted the enquiry into the charges against the concerned workman. The enquiry proceeding is Ext. M-4 to show that the enquiry was held *ex parte*. Ext. M-5 is the enquiry report and Ext. M-6 is the order of dismissal giving the details leading to the dismissal of the concerned workman. Ext. M-7 is a petition by the concerned workman under his signature filed before the Agent, Patherdih Colliery. It will appear from this petition of the concerned workman that he had made a mercy appeal submitting that his absence of work was of a very short duration and as such mercy may kindly be shown to him. He further stated in his petition that he may kindly be allowed to resume his duties and he shall have no claim for his back wages whatsoever. He also stated that if he is allowed to resume his duties the industrial dispute in the matter of his dismissal will also stand settled in toto. MW-1 has stated that when the concerned workman turned up and made a representation seeking his employment by filing a petition Ext. M-7 his petition was allowed and he was given employment vide Office order Ext. M-8 bearing the signature of MW-1. Office Order Ext. M-8 dt. 28-4-84 shows that the concerned workman was allowed to resume his duties on his original post and that the period during which the concerned workman remained idle from 5-12-83 till the date he resumed his duty will be treated as leave without pay. It is thus clear that it was on the mercy petition of the concerned workman that according to his prayer the management allowed to resume his duties with a condition that he will not get the wages for the period of his absence. Admittedly, the concerned workman had joined the services on the basis of the office order Ext. M-8 meaning thereby that he had accepted the conditions in the said office order. The concerned workman therefore now cannot claim wages for the period of his absence and his claim appears to be unjustified.

In the result, I hold that the action of the management of Patherdih Colliery in Sudamdih Area of M/s. BCCU in dismissing the concerned workman from service and not paying him the wages from 7-12-83 to 27-4-84 was justified and it was on the mercy appeal of the concerned workman that he was allowed to resume duty on the conditions that he will not claim the wages for the period of his absence. The concerned workman therefore is entitled to no relief.

Dt.: 26-10-87.

I. N. SINHA, Presiding Officer
[No. L-20012/148/85-D.III(A)]

का. आ. 3201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार कुस्तोरे काजरी, पैसर्ग भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बन्ध निम्नलिखितों और उनके

कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2 नवम्बर, 1987 की प्राप्त हुआ था।

S.O. 3291.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kustore Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 2nd November, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 224 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Kustore Colliery of Messrs Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri B. K. Ghosh, Member, Executive Committee, Janta Mazdoor Sangh.

On behalf of the employers.—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 26th October, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(85)/86-D.III(A), dated the 8th July, 1986.

SCHEDULE

"Whether the demand of Janta, Mazdoor Sangh that the management of Kustore Colliery of M/s. Bharat Coking Coal Limited should regularise the services of their workman Shri Bijay Kumar, as Cap Lamp issue Clerk in Clerical Grade-III is justified? If so, to what relief is this workman entitled?"

7 In this case both the parties filed their respective W.S. etc. Thereafter the case proceeded along with its course. Ultimately on 19-10-87 both the parties appeared before me and filed a petition of compromise. I heard the parties on the said petition of compromise and I find that the terms contained therein are fair proper. Accordingly I accept the same and pass an Award in terms of the said compromise petition which forms part of the Award as Annexure.

Dated : 26-10-87.

I. N. SINHA, Presiding Officer
[No. L-20012/85/85-D.III(A)]

P. V. SREEDHARAN, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO II AT DHANBAD

Reference No 224/86

Employers in relation to the management of Kustore Colliery

AND

Their workmen.

PETITION OF COMPROMISE

The humble petition on behalf of the parties above named most respectfully sheweth :—

1. That the present dispute has been amicably settled on the following terms :—

TERMS OF SETTLEMENT

(a) That the concerned workman Sri Bijoy Kumar will be regularised as Cap Lamp Issue Clerk in clerical Grade-III with effect from 1-9-87. He will be fixed in the scale of Grade-III taking into account the present wages being drawing by him so that he does not get less than the amount being received by him at present per month.

(b) That the concerned workman will not claim for difference of wages for the period prior to 1-9-87 and will not claim any other benefit of past period as his regularisation will be effective from 1-9-87 only.

2. That in view of the above settlement there remains nothing to be adjudicated by the Hon'ble Tribunal.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the workmen

(B. K. GROSH),

Authorised representative of the Union.

For the Employers
Sd/-

(C. P. SINGH),
Dy. C.M.E., Agent of
Kustore Colliery.
Sd/-

2. (I. D. SINGH),
Personnel Manager of
Kustore Area

Sd/-

DECLARATION :

I, Shri Bijoy Kumar, do hereby declare and state that I have fully understood the terms of the settlement and I accept the same with my own volition.

Signature of the concerned workman.

नई दिल्ली, 16 नवम्बर, 1987

का० प्रा० 3292—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में भारत कोकिंग कोल लिमिटेड (बेनेदीह कोलियरी) के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं० 1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 नवम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 16th November, 1987

S.O 3292.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal I, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management Benedih Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 3rd November, 1987 87/1603 GI-7

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the

Industrial Disputes Act, 1947

Reference No. 4 of 1984

PARTIES :

Employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Limited.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 20th October, 1987

AWARD

The present reference arises out of Order No. L-20012 (262)/83-D.III(A), dated, the 7th January, 1984, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows —

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that Shri Sachin Kumar Mitra, in consideration of the work actually performed by him, should be given Clerical Grade-I as Cap Lamp Room Incharge with effect from 1-5-1973 by the management of Benedih Colliery of Messrs Bharat Coking Coal Ltd. is justified? If so, to what relief is this workman entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry of Labour as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer
(No. L-20012(262)/83-D.III(A))
P. V. SREEDHARAN, Desk Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I
AT DHANBAD

Reference No. 484

Employers in relation to the management of Benedih Colliery

AND

Their workmen.

PETITION OF COMPROMISES

The humble petition on behalf of the parties to above reference most respectfully sheweth :—

(1) That the Central Government by notification No. L-20012(262)/83 D-III(A) dated 7-1-84 has been pleased to refer the present dispute to this Hon'ble

Tribunal for adjudication on the issue contained in the schedule of reference which is reproduced below :—

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that Shri Sachin Kumar Mitra, in consideration of the work actually performed by him, should be given Clerical Grade-I as Can Jamni Room In-charge with effect from 1-5-1973 by the management of Benidih Colliery of Messrs Bharat Coking Coal Limited is justified? If so, to what relief is this workman entitled?”

(2) That without prejudice to the respective contentions of the parties, the dispute has been amicably settled between the parties on the following terms :—

TERMS OF SETTLEMENT

- (a) That the concerned workman Shri Sachin Kumar Mitra will be promoted from grade-II to Grade-I with effect from 30-7-83 as Can Jamni Room-in-charge. His seniority in Grade-I will be counted from 1-5-1983.
- (b) That after fixation of wages of the concerned workmen in Grade-I, he will be paid the difference of wages between Grade-I and the amount actually received by him from 30-7-83 till date.
- (c) That the concerned workman will have no further claim.
- (3) That in view of the aforesaid settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

FOR THE WORKMEN :

Sd/-

1. (Sachin Kumar Mitra)

Sd/-

2. Area Secretary (1) (R.D. Sharma)
R.C.M.S.

Witness :

(2) S. N. Mishra)

FOR THE EMPLOYEES :

Sd/-

(G. RAI)

General Manager

Block-II Area

Sd/-

(R.B. KIDDER)

Personnel Manager

Block-II Area

Sd/-

constituted by notification of the Government of India in the Ministry of Labour, S.O. No. 2029, dated the 23rd June, 1984.

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Arjan Dev as the Presiding Officer of the said Labour Court with effect from the 30th July, 1987 (forenoon).

[F. No. A. 11016/1/87-CLT(i)]

का. आ. 3294 :—भारत सरकार श्रम मंत्रालय की दिनांक 23 जून, 1984 की अधिसूचना संख्या का. आ. 2030 (1) द्वारा गठित औद्योगिक अधिकरण, कानपुर, के कार्यालय में पीठासीन अधिकारी की एक रिक्ति हुई थी।

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री अर्जन देव को 30 जुलाई, 1987 (पूर्वाह्न) से औद्योगिक अधिकरण का पीठासीन अधिकारी नियुक्त करती है।

[सं. ए.-11016/1/87-सी. एल. टी. (II)]

राम कानूगा, अवर सचिव

S.O. 3294.—Whereas a vacancy had occurred in the Office of the Presiding Officer of the Industrial Tribunal at Kanpur constituted by the notification of the Government of India in the Ministry of Labour No. S.O. 2030 (1) dated the 23rd June, 1984.

Now therefore, in exercise of the powers conferred by section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Arjan Dev as the Presiding Officer of the Industrial Tribunal, with effect from the 30th July, 1987 (forenoon).

[F. No. A. 11016/1/87-CLT(ii)]

RAM KANUGA, Under Secy.

नई दिल्ली, 12 नवम्बर, 1987

आदेश

का. आ. 3293 :—भारत सरकार, श्रम मंत्रालय की दिनांक 23 जून, 1984 की अधिसूचना संख्या का. आ. 2029 द्वारा गठित श्रम न्यायालय, कानपुर के कार्यालय में पीठासीन अधिकारी की एक रिक्ति हुई थी।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में केन्द्रीय सरकार श्री अर्जन देव को 30 जुलाई, 1987 (पूर्वाह्न) से उक्त श्रम न्यायालय की पीठासीन अधिकारी नियुक्त करती है।

[सं. ए.-11016/1/87-सी. एल. टी. (1)]

New Delhi, the 12th November, 1987

ORDERS

S.O. 3293.—Whereas a vacancy had occurred in the office of the Presiding Officer of the Labour Court at Kanpur

नई दिल्ली, 12 नवम्बर, 1987

शुद्धि पत्र

का. आ. 3295 :—भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 1155 तारीख 15 अप्रैल, 1987 जो भारत के राजपत्र भाग 2, खण्ड 3, उपखण्ड (ii), तारीख 2 मई, 1987 में प्रकाशित हुई है, लाइन 2 में (पी. एन./1088 ए) के स्थान पर (पी. एन./1068-ए) पढ़े।

[सं. एम.-35014/35/87-एम. एस-2]

New Delhi, the 12th November, 1987

CORRIGENDUM

S.O. 3295.—In the notification of the Government of India in the Ministry of Labour No. S.O. 1155, dated the 15th April, 1987 published in the Gazette of India, Part II,

Section 3, Sub-section (ii), dated the 2nd May, 1987, in line 2 for '(PN/1088-A)' read '(PN/1068-A)'.

[No. S-35014/35/87-SS-II]

नई दिल्ली, 13 नवम्बर, 1987

का० श्रा० 3296:—मैसर्स दि एम० पी० स्टेट को-ओ-कन्ज/मरज फंडेशन लि०, बुधवार, भोपाल (एम०पी०/3408) (जिसे इसमें इसके पश्चात् स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किन्ती पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उभावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसी निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक, सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किन्ती बात के होते हुए भी यदि किन्ती कर्मचारी की मृत्यु पर स्कीम के अधीन संदेय रकम उम रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किन्ती संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का पत्रित्युक्त अवसर देगा।

9. यदि किन्ती कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किन्ती कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किन्ती व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम

का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक भाग के भीतर मुनिश्चित करेगा।

[संख्या एम०-35014(129)/87-एम०एम० (2)]

New Delhi, the 13th November, 1987

S.O. 3296.—Whereas Messrs The M.P. State Co-operative Consumer's Federation Limited, Budhwar, Bhopal (MP/3408) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme as enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh

and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment of the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/129/87-SS. II]

का० ग्रा० 3297 :—मैमर्य दि ईस्ट निमार जिला को० ओ० सैण्ड डिब्रनैपमेंट बैंक लि०, ग्रा० ग्रा० (एम०पी०/2539) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2(क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा रकम के अधीन जीवन बीमा के हार में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विश्वेय बहुसंख्य बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा -2क द्वारा प्रदान शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समान समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों के संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट 5 प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जाँ उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होनी जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशनों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या

इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अमफल रहता है और पानिमी का व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशनितियों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एन०-35014(124)/87-एम० एम०-(2)]

S.O. 3297.—Whereas Messrs The East Nimar District Co-operative Land Development Bank Limited, Khandwa (MP/2539) (hereinafter referred to as the said establishment) applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, with 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment of the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this Scheme shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/124/87-SS. II]

का०आ० 3298—मैसर्स केमरा स्टील लि०, बैकमपडी, मंगलोर पिन कोड 575011 (के०एन०/6150) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी

नियम सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मंगलूर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदायों आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस

दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मंगलूर के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किनी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पानिसी को व्ययगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(125)/87-एस० एस०-2]

S.O. 3798.—Whereas Messrs Canara Steel Limited, Bailampady, Mangalore-575011 (KN/6150) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto.

the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Mangalore and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and may necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme as enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Mangalore and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

का० आ० 3299 —मैसर्स करीमचिन विल्ड्रज फण्ड इन्क, पो० बा० नं० 5054 बंगलौर-560001 (के० एन०/6695) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2-क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभावतः में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहलू हो सम्बन्ध है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी की वापस हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गये किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

S.O. 3299—Whereas Messrs Christian Children's Fund Inc. P.B. No. 5054, Bangalore Pin Code No. 560001 (KN/6605) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as said Act) ;

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provision of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. 35014/126/87-SS. II]

का.आ. 3300—मैसर्स कर्नाटका एंटीबायोटेक्स एण्ड फार्मस्यूटिकल्स लि. नं. 174, 6वीं फ़ास, गांधी नगर, बंगलौर (के एन./9766) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवृत्ति सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशील्य हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही मर चुका है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबलित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस स्कीम में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों का प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटका के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिगी का व्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो,

उक्त स्कीम के प्रत्यर्पित होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

(सं.एस-35014(127)/87-एस.एन.-2)

S.O. 3300.—Whereas Messrs Karnataka Antibiotics and Pharmaceuticals Limited, No. 174, 6th Cross, Gandhi Nagar, Bangalore-9 (KN/9766) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme or enhance, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/127/87-SS. II]

का.आ. 3301—मैसर्स बैरीपडा स्पनिंग मिल्स, ए यूनिट आफ आई.डी.सी. आफ उड़ीसा लि., कठयाल, बैरीपडा (भुवनेश्वर) (ओ. आर. (3115) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उड़ीसा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुखर बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त उड़ीसा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और यदि किसी संशोधन से

कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आवृत्त अपना अनुमोदित देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय क्षमता और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(128)/87-एस.एस-2]

S.O. 3301.—Whereas Messrs Baripada Spinning Mills, a unit of I.D.C. of Orissa Ltd. Kathpal, Baripada (OR/3115) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Orissa and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Orissa and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/128/87-SS. II]

नई दिल्ली, 16 नवम्बर, 1987

का.आ. 3302.—मैसर्स बल्लारपुर इण्डस्ट्रीज लि., बल्लारपुर, जिला बल्लारपुर-महाराष्ट्रा (एम.एच./3512)

(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उद्बन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम

कहा गया है) की धारा 17 की उपधारा 2 (क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निजी सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इनके परवर्तित उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करने द्वारा और इससे उपवृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आनुक्त महाराष्ट्रा का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साल की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम

के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उन दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपधारा में कोई भी संशोधन प्रादेशिक भविष्य निधि आनुक्त महाराष्ट्रा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आनुक्त आना अनुमोदन देने से पूर्व कर्मचारियों को आना वृष्टिहोग स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उम-नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट नहीं दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(123)/87-एन एस-2]

New Delhi, the 16th November, 1987

S.O. 3302.—Whereas Messrs Ballarpur Industrial Limited, Ballarpur, Distt. Chandrapur (Maharashtra) (MH/3512) (hereinafter referred to as the said establishment) have applied

for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employee of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner exemption shall be liable cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/123/87-SS.II]

का.आ. 3303.—मैसर्स बोरा शार्डर्स इंडस्ट्रीज, 76-79, इंडस्ट्रियल एस्टेट, गोविन्दपुरा भोपाल (एम.पी./2224) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम, कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण

प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि वह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एस-35014/115/87-एसएस-2]

S.O. 3303.—Whereas Messrs Bora Brothers Industries, 76—79 Industrial Estate, Govindpura, Bhopal (MP/2224) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment from the operation of all the provisions of the said Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced,

so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled to it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/115/87-SS.III]

का. आ. 3304.—मैसर्स दि इन्दौर मालवा यूनैटेड मिल्स (स्टाफ), 31, न्यू दिवायम रोड, इन्दौर-452003 (एम.पी./2-स्टाफ), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा-2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का भंडाव किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन स्वीकृत हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्यप्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर, निरदिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के अधीन समय-समय पर निरदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का भंडाव, लेखाओं का अन्तरण, निरीक्षण प्रभारों भंडाव आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाने जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में तत्पक्षित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उग रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दत्त रकमों के अन्तर के बराबर रकम का भंडाव करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी

संशोधन से कर्मचारियों के हित पर प्रतिज्ञा प्रभाव पड़ने की संभावना ही, वहाँ प्रादेशिक भविष्य निधि आयुक्त अन्तः अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक जीवन स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्ता होगी बाकि फायरों किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निश्चित तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और परिस्थिती को ध्यान में रखा जाये तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बाकि फायरों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापना के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले निती सदस्य की सूची हान पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्पश्चात् से आर प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त हान के एक मास के भीतर सुनिश्चित करेगा।

[एस. 35014(117)/87-एस.एस-2]

S.O. 3304.—Whereas Messrs. The Indore Malwa United Mills (Staff), 31 New Dewas Road, Indore-462003 (MP/2-Staff) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

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2. The employer shall pay such inspection charge, as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/117/87-SS-II]

का.आ. 3305—चैतन्य मङ्गराजा श्री उपेक्षित नि. , पोस्ट बॉक्स नं.-19, पाली भारवार-306401 (आर.जे./15) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम,

1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 का उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायेगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी वान के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

S.O. 3305.—Whereas Messrs. Maharaja Shree Umaid Mills Limited, Post Box No. 19, Pali-marwar-1306401 (RJ/15) hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme as enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/118/87-SS. II]

का.आ. 3306:—मैसर्स ग्रासिम कालोनी एडमिन-स्ट्रेशन, कुमारापटीनम-581123 नजदीक हरिहर दरबार जिला (के.एन./7267) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटका को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों, का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत

किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुसूच्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटका के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत ले जाने दिया जाता है, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एस-35014(119)/87-एस.एस.-2]

S.O. 3305.—Whereas Messrs Grasim Colony Administration, Kumarapatnam-581123, Near Harihar Dharwar Distt. (K.N/7-67) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced.

so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/119/87-SS. II]

का. आ. 3307.—मैसर्स दि इन्दोर मालवा यूनाईटेड मिल्स (वर्क्स), 31 न्यू दिवास रोड, इंदौर-452003 (एम. पी. /2) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संशय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समस्त-समय पर निदिष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का गंदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहला ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा, में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की

संभालना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिथम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एस-35014(120)/87-एसएस.-2]

S.O. 3307.—Whereas Messrs The Indore Malwa United Mills (Workers), 31 New Dewas Road, Indore-452003 (Mr./2) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employee than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/120/87-SS. II]

का. आ. 3308.—नैतर्ग कल्याणारू ग्रामीण बैंक, हेड ऑफिस, पो. बाक्स नं.-3 एस. आर. एस. बिल्डिंग, टुमकूर-572101 (के. एन./10302) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के जो फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, १९७६ (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा-२क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इनके उपाबद्ध अनुपूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है। :-

अनुसूची

१. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटका को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

२. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के १५ दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३-क) के (खंड-क) के अधीन समय-समय पर निर्दिष्ट करें।

३. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

४. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

५. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

६. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

७. सामूहिक बीमा स्कीम में किसी वार के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

८. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटका के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

९. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा स्कीम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

१०. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यय-गत हो जाने बिया जाता है तो, छूट रद्द की जा सकती है।

११. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्ययनिक्रम की दिशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

१२. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त करने के एक मास के भीतर सुनिश्चित करेगा।

[सं० एस-३५०१४/१२१/८७ - एच. एस-२]

S.O. 3308.—Whereas Messrs. Kalpatharu Gramena Bank, Head Office, P.B. N. 3, S. R.S. Building, Tumkur-572101 (KN/10302) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, in the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit

Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased member, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/121/87-SS.II]

का.आ. 3309. —मैसर्स इण्टरनेशनल डेवल हाऊस प्रा. लि., 102 ए.वी.जी. भवन, एम-3 मिडिल सर्कल, कनाट सर्कल, नई दिल्ली (डी.एल./7442) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमति है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है :—

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे सेबा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिनों के अंतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (1क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेजकर देगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन भेद्य रकम उस रकम के कम है जो कर्मचारी को उस दशा में भेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाने हों या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हों, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का भुगतान करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिरिक्त की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके

हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं० एस-35014(122)/87-एस.एस.-2]

S.O. 3309.—Whereas Messrs. International Travel House Private Limited, 102 A.V.G. Bhawan, M-3, Middle Circle, Connaught Circus, New Delhi-110001 (DL/7442) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, in the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the

Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/122/87-SS II]

का.आ. 3310 :—मैसर्स वेस्टन इलेक्ट्रॉनिक्स कम्पो-
नेन्ट्स लि., धाद्वेरा इण्डस्ट्रियल कम्प्लेक्स, देहली-जयपुर
रोड, मोहिन्द्र पट्टा (एच.आर./9516) (जिसे इसमें इसके
पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य
निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19)
(जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है)
की धारा 17 की उपधारा (2-क) के अधीन छूट दिये जाने
के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त
स्थापन के कर्मचारी, किसी एक अधिदाय या प्रीमियम का
संदाय किये बिना ही, भारतीय जीवन बीमा निगम की
सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में
फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे
उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहयुक्त
बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम
कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17
की उपधारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए
और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन
रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए
उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है :

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक
भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियाँ भेजेगा
और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ
प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट
करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास
की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रिय
सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3-क)
के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके
अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत
किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण,
निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों
का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक
बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें
संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्म-
चारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का
अनुवाद स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य
निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी
स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके
स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक
बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज
करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन
बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध
फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम
के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप
से वृद्धि किये जाने की व्यवस्था करेगा जिसे कि कर्मचारियों
के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे
उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन
अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए
भी यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन
संशोधन रकम उस रकम से कम है जो कर्मचारियों को उस
वर्ष में संशोधन होती जब वह उक्त स्कीम के अधीन होता
तो, नियोजक कर्मचारी के विधिक चारिस/नाम निर्देशिका को
प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम
का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी
संशोधन प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व
अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी
संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने
की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना
अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट
करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय
जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के,
जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं

या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तालीख के भीतर जो भारतीय जीवन बीमा निगम निवृत्त करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यातिक्रम की दशा में उन मृत सदस्यों के नान निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उक्त हकदार नाम निर्देशितियाँ/विधिक वारिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(130)/87-एस.एस-2]

S.O. 3310.—Whereas Messrs Western Electronics Components Limited, Bharendera Industrial Complex, Delhi-Jaipur Road, Mohindergarh-125029 (Haryana) (Hx/9516) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, in on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heir of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/130/87-SS.II]

का०आ० 3311:—मैसर्स आदित्य मिल्ज लिमिटेड किशन-गढ़ (राजस्थान) (आर०जे०/864)

(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या

प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों स्कीमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाने हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृतक सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिस को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/116/87-एस०एस०2]

S.O. 3311.—Whereas Messrs. Aditya Mills Limited, Kishangarh, (Rajasthan) (RJ/864) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the Employees of the said establishment are, without making any separate contribution or payment of premium, the enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the said Scheme as enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/116/87-SS.II]

नई दिल्ली, 17 नवम्बर, 1987

प्रति पत्र

का. आ. 3312.—भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 1258, तारीख 1 मई, 1987 को जो भारत के राजपत्र भाग 2, खंड 3, उप खंड (ii) तारीख 16 मई, 1987 में प्रकाशित हुई है, लाइन 2 में (आर. जे./4209) के स्थान पर (आर. जे./4207) पढ़े।

[संख्या एम-35014/40/87-एम. एस.-2]

New Delhi, the 17th November, 1987

CORRIGENDUM

S.O. 3312.—In the notification of the Government of India in the Ministry of Labour No. S.O. 1258, dated the 1st May, 1987 published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 16th May, 1987, in line 2 for '(RJ/4209)' read '(RJ/4207)'.

[No. S-35014/40/87-SS-II]

नई दिल्ली, 18 नवम्बर, 1987

का. आ. 3313.—केन्द्रीय सरकार को दूर प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रवीण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध संबंधित स्थापन को लागू किये जाने चाहिए :—

1. 'मैसर्स यूनिय प्रोपर्टीज' (इंडिया) लिमिटेड, जयशंकर ग्राम रोड, 84 कि. मी. स्टेशन, दिल्ली जयपुर रोड, पोस्ट आफिस मगधारी, गङ्गोत्री रेवाड़ी, गिरगा रोड (हरियाणा) और इसकी 21 कॉमिनिटी सेंटर, फैंडस कालांकी नई दिल्ली स्थित मुख्य कार्यालय।

2. मैसर्स ब्राइट स्टील कारपोरेशन, दिल्ली रोड, हिंसा

3. मैसर्स ठाकुर स्टील ट्यूब लिमिटेड, 7-ए एम आई ई बहादुरगढ़ (रोहतक) और इसकी 33 नार्थ वेस्ट एबेन्यू, पंजाबी बाग नई दिल्ली स्थित शाखा।

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एम-35019(45)/87-एम. एस.-2]

New Delhi, the 18th November 1987

S.O. 3313.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely:

1. M/s. Uni Products (India) Limited, Jarthal Village Road, 8, K.M. Stone, Delhi Jaipur Road, Post Office Sangwari, Teh. Rewari, District, Mohindergarh (Haryana) and its Head Office at 21, Community Centre, Friends Colony, New Delhi.
2. M/s. Bright Steel Corporation, Delhi, Road, Hissar,
3. M/s. Thakur Steel Tubes Limited, 7-A, M.I.E. Bahadurgarh (Rohtak) including its branch at 33, North West Avenue, Punjabi Bagh, New Delhi.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35019(45)]/87-SS-II]

का. आ. 3314.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध संबंधित स्थापन को लागू किये जाने चाहिए :—

1. मैसर्स दामोस्कॉप कन्स्ट्रक्शन कंपनी, 65 के. डी. फ्लैट, कदमा, जमशेदपुर।
2. मैसर्स नेशनल ट्रेडिंग हाउस, 20 डी, कोस्टा मेनसन, जमशेदपुर-11
3. मैसर्स सिंहसन इंजिनियरिंग एंटरप्राइसिज, 195 बी एच एरिया रोड नं. 7, जमशेदपुर
4. मैसर्स मीना इलैक्ट्रीकल्स, आदित्यपुर चौक आदित्यपुर, जमशेदपुर।
5. मैसर्स श्री मुद्रण हिन्दुस्तानी प्रेस कम्पाउन्ड, भीकना पहाड़ी, पटना - 4
6. मैसर्स बी एन दत्ता, 3/4, मिल्स एंड गोडाऊन एरिया, बरमा माईन्स टाटानगर-2
7. मैसर्स मोहनी एंटरप्राइसिज, 47 एल-5 रोड नं.-5, फार्म एरिया, कदमा जमशेदपुर

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(46)]/87-एस. एस-2]

S.O. 3314.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the

provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely:

1. M/s. Dapmoskop Construction Company, 65, K.D. Flat Kadma, Jamshedpur-5.
2. M/s. National Trading House, 20, 'D' Costa Men-sion, Jamshedpur.
3. M/s. Singhson Engineering Enterprises, 195, B.H. Area Road No. 7, Jamshedpur.
4. M/s. Meena Electrical, Adityapur Chowk, Adityapur, Jamshedpur.
5. M/s. Shree Mudran, Hindustani Press Compound, Bhikna Pahari, Patna-4.
6. M/s. B. N. Dutta, 3/4, Mills and Godowns Area Burma Mines, Tata Nagar-2.
7. M/s. Mohini Enterprises, 47 L-5 Road, No. 5 Farm Area, Kadma, Jamshedpur.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35019(46)]/87-SS-II]

का. आ. 3315.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध संबंधित स्थापन को लागू किये जाने चाहिए :—

1. मैसर्स जे. बी. एस. कंवेर्जिंट्स लिमिटेड, 51-सेक्टर-ए, न्यू इंडस्ट्रियल एस्टेट, भुवनेश्वर।
2. मैसर्स डिपार्टमेंटल कैंटीन रिजनल रिसर्च लैबोरेट्री, भुवनेश्वर-13

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(47)]/87-एस. एस-2]

S.O. 3315.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely:

1. M/s. J.B.S. Capacitors Limited, 51-Sector-A, New Industrial Estate, Bhubaneswar.
2. M/s. Departmental Canteen Regional Research Laboratory, Bhubaneswar-13.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S-35019(47)]/87-SS-II]

का.आ. 3316.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार

सरकार एतद्वारा 1 दिसम्बर, 1987 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध गुजरात राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“जिला पंचमहल में तालुक
हलोल के राजस्व ग्राम दुनिया
मगासर और प्रतापपुरा के
अन्तर्गत आने वाले क्षेत्र”।

[सं. एस-38013/32/87-एस.एस-1]

S.O. 3316.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st December, 1987 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Gujarat namely:—

“The areas comprising of the Revenue Villages Duniya, Magasar and Pratappura in Taluk Halol Dist. Panchamahall”.

[No. S-38013/32/87 SS-I]

नई दिल्ली, 19 नवम्बर, 1987

का.आ. 3317:—मैसर्स रंगास्वामी एण्ड कम्पनी, (कोयम्बतूर), 75, ग्राऊंड फ्लोर तीसरा फ़ास, पोस्ट बाक्स नं. 6872, कल्नीपलियाम न्यू एक्सप्रेसन, बंगलूर (के. एन./6275), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनशेष है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 2602 तारीख 19-7-1984 के अनुसरण

में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 11-8-1987 से तीन वर्ष की अवधि के लिए जिसमें 10-8-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस वंश में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामानिर्देशित को प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम, की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/70/84-एफ.पी.जी.एस.एस-2]

New Delhi, the 19th November, 1987

S.O. 3317.—Whereas Messrs Rangaswamy and Company (Coimbatore), 75 Ground Floor, 3rd Cross, P.B. No. 6872, Kalasipalyam New Extension, Bangalore (KN/6275) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 2602 dated 19-7-1984 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 11-8-87 upto and inclusive of the 10-8-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and where amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employee in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased member who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. आ. 3318.—मैसर्स श्री कुमारन मिस्स, लि., नरासिम्मा-मैवाल-च्यूपलियाम, पोस्ट आफिस—कोयम्बटूर-641031 (टी. एन/70) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. प्जा. 4592 तारीख 1-12-1984 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 22-12-1987 से तीन वर्ष की अवधि के लिए जिसमें 21-12-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की

भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्वेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत, होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/125/84-एस.एस.-4(एस. एस.-2)]

S.O. 3318.—Whereas Messrs. The Kumaran Mills Limited, Narasimamalai-Ckewpalyam, P.O. Coimbatore-641031 (TN/70) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour S.O. 4592 dated 1-12-84 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-12-87 upto and inclusive of the 21-12-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay the inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment of the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased member who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/125/84-SS-IV(SS-II)]

का.आ. 3319.—मैसर्स विजय मेटल प्रैसिंग वर्क्स, इन्डस्ट्रियल एस्टेट, शौकुल रोड, पोस्ट बॉक्स नं. 102, इबली-580030 (के.एन./4034) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3668 तारीख 19-7-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 24-9-86 से तीन वर्ष की अवधि के लिए जिसमें 23-9-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटका के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या

उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/124/83-पी. एफ. 2(एस. एस.-2)]

S.O. 3319.—Whereas Messrs Vijay Metal Pressing Works, Industrial Estate, Gokul Road, P.B. No. 102, Hubli-580030 (KN/4034) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, S.O. 3668 dated the 19-7-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-9-1986 upto and inclusive of the 23-9-1989:

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased member who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme, the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/124|83-PF. II-SS. II]

का. आ. 3320 :—यतः मैसर्स सुन्दरम फाईनेन्स लिमिटेड, मद्रास, इसकी ब्रान्चों सहित (तमिलनाडु/10595) (इसके आगे जहाँ कहीं भी उक्त स्थापना शब्द का प्रयोग हो इसमें अभिप्राय उक्त स्थापन से है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके आगे जो उक्त अधिनियम के नाम से निर्दिष्ट है) की धारा 17 की उपधारा (1) के खंड (क) के अंतर्गत छूट प्राप्त करने के लिए आवेदन किया है ;

यह केन्द्र सरकार की राय में उक्त स्थापन के कर्मचारियों के लिए तैयार कि गए भविष्य निधि नियमों में

अनुदान की दर उक्त अधिनियम की धारा 6 में उल्लिखित कर्मचारी अंशदान की दर से कम नहीं है तथा उसके कर्मचारियों को मिलने वाले भविष्य निधि लाभ उक्त अधिनियम तथा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके आगे जहाँ कहीं भी स्कीम शब्द का प्रयोग किया गया है उससे अभिप्राय उक्त स्कीम से है) में उल्लिखित लाभों से किसी भी प्रकार से कम नहीं है जो इस वर्ग की स्थापनाओं में कार्यरत कर्मचारियों को उपलब्ध है।

अब, इसलिए उक्त अधिनियम की धारा 17 की उपधारा (एक) के खंड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व श्रम एवं पुनर्वासि मंत्रालय (श्रम विभाग) की अधिसूचना सं. का. आ. 4692, दिनांक 24 दिसम्बर, 1983 के अनुक्रम में, केन्द्रीय सरकार इसके द्वारा उक्त स्थापन की उक्त स्कीम के सभी उपबन्धों के लागू होने से संलग्न अनुसूची में वर्णित शर्तों के अधीन छूट प्रदान करती है :—

अनुसूची

1. उक्त स्थापना से सम्बन्धित नियोजता केन्द्र सरकार के द्वारा समय-समय दिए गए निदेश के अनुसार उक्त अधिनियम की धारा 17 की उपधारा (3) के खंड (क) में उल्लिखित निरीक्षण के लिए सुविधाएं प्रदान करेगा और ऐसे निरीक्षण प्रसार की अदायगी प्रत्येक माह की समाप्ति के 15 दिन के अन्दर करेगा।

2. न छूट प्राप्त स्थापनाओं के सम्बन्ध में उक्त अधिनियम और उसके अधीन सृजित उक्त स्कीम के अंतर्गत देय अंशदान की दर से स्थापना के भविष्य निधि नियमों के अंतर्गत देय अंशदान की दर किसी समय भी कम न होगी।

3. पेशगियों के मामले में छूट प्राप्त स्थापना की स्कीम कर्मचारी भविष्य निधि स्कीम, 1952 से कम सहित-कर नहीं होगी।

4. उक्त स्कीम में कोई भी संशोधन जो स्थापना के वर्तमान नियमों से अधिक लाभकारी है उन पर अपने आप लागू किया जाएगा। उक्त स्थापना के भविष्य निधि नियमों में कोई भी संशोधन, क्षेत्रीय भविष्य निधि आयुक्त की पूर्व अनुमति के बगैर नहीं किया जाएगा और जहाँ किसी संशोधन से उक्त स्थापना के कर्मचारियों के हित के प्रतिकूल प्रभावी होने की सम्भावना है वहाँ अपनी अनुमति देने से पूर्व, क्षेत्रीय भविष्य निधि आयुक्त, कर्मचारियों को अपने विचार प्रस्तुत करने का उचित अवसर देगा।

5. यदि स्थापना को छूट न दी जाती तो वे सभी कर्मचारी [जैसे उक्त अधिनियम की धारा 2 (च) में निर्दिष्ट किया गया है] जो सदस्य बनने के पात्र होते, सदस्य बनाए जाएंगे।

6. जहाँ एक कर्मचारी जो कर्मचारी भविष्य निधि (कामूनी) या किसी अन्य छूट प्राप्त स्थापना का पहले से सदस्य है, को अपनी स्थापना में काम पर लगाया जाता है तो नियोक्ता उसे निधि का तुरन्त सदस्य बनाएगा और ऐसे कर्मचारी के पिछले नियोक्ता के पास भविष्य निधि लेखों में संचयों को अंतरित कराने और उसके लेखों में जमा कराने की व्यवस्था करेगा।

7. केन्द्रीय भविष्य निधि आयुक्त के द्वारा अथवा केन्द्रीय सरकार के द्वारा जैसे भी मामला हो, समय-समय पर दिए गए निर्देशों के अनुसार भविष्य निधि के प्रबन्ध के लिए नियोक्ता न्यासी बोर्ड की स्थापना करेगा।

8. भविष्य निधि, न्यासी बोर्ड में निहित होगा जो अन्य बातों के होते हुए भविष्य निधि में आय के उचित लेखों और भविष्य निधि से अदायगियों और उनकी अभिरक्षा में शेषों के लिए कर्मचारी भविष्य निधि संगठन के उत्तरदायी होगा।

9. न्यासी बोर्ड कम से कम 3 माह में एक बार बैठक करेंगे और केन्द्र सरकार द्वारा समय-समय पर जारी किए गए मार्ग निर्देशों के अनुसार कार्य करेंगे। केन्द्रीय भविष्य निधि आयुक्त को अधिकार होगा कि वह किसी अन्य योग्य लेखा परीक्षक से खातों को पुनः लेखा परीक्षा कराए और ऐसे पुनः लेखा-परीक्षा के खर्च नियोक्ता वहन करेगा।

10. प्रत्येक वर्ष स्थापना के लेखा परीक्षित तुलन-पत्र के साथ लेखा परीक्षित वार्षिक भविष्य निधि लेखों की एक प्रति वित्तीय वर्ष की समाप्ति के छः माह के अन्दर केन्द्रीय भविष्य निधि आयुक्त को प्रस्तुत की जाएगी। इस प्रयोजन के लिए भविष्य निधि का वित्तीय वर्ष पहली अप्रैल से 31 मार्च तक होगा।

11. नियोक्ता प्रतिमाह भविष्य निधि के देय अपने कर्मचारियों के अंशदानों की आगामी माह की 15 तारीख तक न्यासी बोर्ड को अंतरित कर देगा। अंशदानों की विलम्ब से अदायगी करने के लिए समान परिस्थितियों में नियोक्ता नुकसानी देने का उसी प्रकार उत्तरदायी होगा जिस प्रकार एक न छूट प्राप्त स्थापना उत्तरदायी होती है।

12. न्यासी बोर्ड सरकार द्वारा समय-समय दिए गए निर्देशों के अनुसार निधि में जमा राशियों का निवेश करेगा। प्रतिभूतियाँ न्यासी बोर्ड के नाम पर प्राप्त की जाएंगी और भारतीय रिजर्व बैंक के जमा नियंत्रण में अनुसूचित बैंक की अभिरक्षा में रखा जाएगा।

13. सरकार के निर्देशों के अनुसार निवेश न करने पर न्यासी बोर्ड अलग-अलग रूप से और एक साथ केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधियों द्वारा लगाए गए अधिक प्रचार का उत्तरदायी होगा।

14. न्यासी बोर्ड एक वस्तु ध्वारा रजिस्टर तैयार करेगा और ब्याज और विमोचन आय को समय पर वसूली निश्चित करेगा।

15. जमा किए गए अंशदानों, निकाले गए और प्रत्येक कर्मचारी से सम्बन्धित ब्याज को दिखाने के लिए न्यासी बोर्ड विस्तृत लेख तैयार करेगा।

16. वित्तीय/लेखा वर्ष की समाप्ति के छः माह के अन्दर बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण जारी करेगा।

17. बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण के स्थान पर पासबुक जारी कर सकता है। ये पास बुकें कर्मचारियों की अभिरक्षा में रहेंगी और कर्मचारियों के प्रस्तुतीकरण पर बोर्ड के द्वारा इन्हें अद्यतन किया जाएगा।

18. लेखा वर्ष के पहले दिन आदि शेष पर प्रत्येक कर्मचारी के लेखों में ब्याज उस दर से जमा किया जाएगा जिसका न्यासी बोर्ड निर्णय करे परन्तु यह उक्त स्कीम के पैरा 60 के अंतर्गत केन्द्रीय सरकार द्वारा घोषित दर से कम नहीं होगा।

19. यदि न्यासी बोर्ड केन्द्रीय सरकार द्वारा घोषित ब्याज की दर इस कारण से कि निवेश पर आय कम है या किसी अन्य कारण से अदा करने में असमर्थ है तो इस कमी को नियोक्ता पूरा करेगा।

20. नियोक्ता भविष्य निधि की चोरी के कारण, लूट-धसूट, खानत, गबन अथवा किसी अन्य कारण से हुई हानि को पूरा करेगा।

21. नियोक्ता और न्यासी बोर्ड, क्षेत्रीय भविष्य निधि आयुक्त को ऐसी विवरणियाँ प्रस्तुत करेगा जो समय-समय पर केन्द्रीय सरकार/केन्द्रीय भविष्य निधि आयुक्त निधारित करेगा।

22. उक्त स्कीम के पैरा 69 की शैली पर किसी कर्मचारी को निधि के सदस्य न रहने पर यदि स्थापना के भविष्य निधि नियमों में नियोक्ताओं के अंशदानों को जश्न करने की व्यवस्था है तो न्यासी बोर्ड इस प्रकार जश्न की गई राशियों का अलग से लेखा तैयार करेगा और उसे ऐसे प्रयोजनों के लिए उपयोग करेगा जो केन्द्रीय भविष्य निधि आयुक्त की पूर्व अनुमति से सुनिश्चित किया गया हो।

23. स्थापना के भविष्य निधि के नियमों में किसी बात के होने पर भी यदि स्थापना के कर्मचारी के सदस्य न रहने पर या उसके अन्य स्थापना में स्थानान्तरण होने पर उनको उपदान और पेंशन नियमों के अंतर्गत अदा की जाने वाली नियोक्ता और कर्मचारी की राशि, नियोक्ता और कर्मचारी अंशदान की ब्याज सहित उस राशि से कम है जो उसे इस समय प्राप्त होती जब वह उक्त स्कीम का सदस्य होता तो नियोक्ता मुआवजे के रूप में या विमोच अंशदान के रूप में राशि का अन्तर अदा करेगा।

24. नियोक्ता, भविष्य निधि के प्रशासन से सम्बन्धित सभी खर्च जिसमें लेखों के रखरखाव रिटर्न प्रस्तुत किए जाने, राज्यों का अन्तर्गण शामिल हैं, वहन करेगा।

25. स्थापना से सम्बन्धित नियोक्ता निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा और प्रत्येक माह की समाप्ति पर 15 दिन के अंदर ऐसे निरीक्षण प्रभार अदा करेगा जो समय-समय पर केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3) के खंड (क) के अंतर्गत निश्चित करें।

26. नियोक्ता समुचित प्राधिकारी द्वारा अनुमोदित निधि के नियमों की एक प्रति तथा जब भी कोई संशोधन होता है, उसकी मुख्य बातों को कर्मचारियों के बहुमत की भाषा में अनुवाद करके स्थापना के बोर्ड पर लगाएगा।

27. "समुचित सरकार" स्थापना की चालू छूट पर और शर्तें लगा सकती है।

28. यदि उक्त अधिनियम के अंतर्गत स्थापना वर्ग जिसमें उसकी स्थापना आती है पर अंशदान की दर बढ़ायी जाती है, नियोक्ता भविष्य निधि अंशदान की दर उचित रूप में बढ़ाएगा, ताकि उक्त अधिनियम के अंतर्गत दिए जाने वाले लाभों से स्थापना की स्कीम के अंतर्गत दिए जाने वाले भविष्य निधि के लाभ किसी भी प्रकार से कम न हों।

29. उक्त शर्तों में से किसी एक के उल्लंघन पर छूट रद्द की जा सकती है।

[एस. 35012/25/87-एस. एस. -2]

ए. के. भट्टारार्ड, अवर सचिव

S.O. 3320.—Whereas Messrs. Sundram Finance Ltd., Madras with its branches (IN/10595) (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas in the opinion of the Central Government the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employee therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Fund Scheme 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and in continuation of the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour) No. S.O. 4692 dated 24th December, 1983, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 24-12-1986 subject to the conditions specified in the Schedule annexed hereto.

SCHEDULE

1. The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time

to time direct under clause (a) of sub-section (3) of section 17 of said Act within 15 days from the close of every month.

2. The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishments and the said Scheme framed thereunder.

3. In the matter of advances, the scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4. Any amendment to the said scheme which is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically. No amendment of the rules of the Provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall, before giving his approval give a reasonable opportunity to the employees to explain their point of view.

5. All employees (as defined in section 2(f) of the said Act) who would have been eligible to become members of the Provident Fund had the establishment not been granted exemption shall be enrolled as members.

6. Where an employee who is already a member of the Employees' Provident Fund (Statutory) or a provident fund of any other exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account.

7. The employer shall establish a Board of Trustees for the management of the provident fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be, from time to time.

8. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund Organisation inter-alia for proper accounts of the receipts into and payments from the Provident Fund and the balances in their custody.

9. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner or an officer authorised by him.

10. The accounts of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

11. A copy of the audited annual provident fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the provident fund shall be from the 1st of April to the 31st of March.

12. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

13. The Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India.

14. Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

15. The Board of Trustees shall maintain a scriptwise register and ensure timely realisation of interest and ensure timely realisation of interest and redemption proceeds.

16. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee.

17. The Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year.

18. The Board may, instead of the annual statement of accounts, issue pass books to every employee. Those pass books shall remain in the custody of the employees and will be brought upto date by the Board on presentation by the employees.

19. The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such date of may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

20. If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, then the deficiency shall be made good by the employer.

21. The employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

22. The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

23. If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purposes as may be determined with the prior approval of the Central Provident Fund Commissioner.

24. Notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment or transferable on his transfer to any other establishment by way of employer and employees contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or pension rules be less than the amount that would be payable as employer's and employees' contribution plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

25. The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.

26. The employer shall display on the notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended there-to alongwith a translation of the salient points thereof in the language of the majority of the employees.

27. The "appropriate Government" may law down any further conditions for continued exemption of the establishment.

28. The employee shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not become less favourable than the benefits provided under the said Act.

29. The exemption is liable to be cancelled for violation of any of the above conditions.

[No. S-35012/25/87-SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 12 नवम्बर, 1987

का०आ० 3321:—केन्द्रीय सरकार में यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप खण्ड (vi) के उपबन्धों के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 1437, तारीख 22 मई, 1987 सिक्यूरिटी पेपर मिल, होशंगाबाद को उक्त अधिनियम के प्रयोजनों के लिए 29 मई, 1987 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 नवम्बर, 1987 से छः मास की और कालावधि के लिए उपयोगी सेवा घोषित करती है।

[फा० सं०-एस०-11017/10/81-डी०-I(ए)]

नन्द लाल, अवर सचिव

New Delhi, the 12th November, 1987

S.O. 3321.—Whereas the Central Government having been satisfied that the Public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 1437 dated the 22nd May, 1987 the Security Paper Mill, Hoshangabad, to be a public utility service for the purposes of the said Act, for a period of six months from the 29th May, 1987;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 29th November, 1987.

[F. No. S-11017/10/81-D.I(A)]
NAND LAL, Under Secy.

नई दिल्ली, 12 नवम्बर, 1987

का. आ. 3322—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व केडला नार्थ कोलियरी मैसर्स सेंट्रल कोलफील्ड्स लि. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-87 को प्राप्त हुआ था।

New Delhi, the 12th November, 1987

S.O. 3322.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kedla North Colliery of M/s. Central Coalfields Ltd., and their workmen, which was received by the Central Government on the 3rd Nov., 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 132 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Kedla North Colliery of M/s. Central Coalfields Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri J. P. Singh, Advocate.

On behalf of the employers—Shri R. S. Murthy, Advocate

STATE : Bihar.

INDUSTRY : Coal.

ated, Dhanbad, the 27th October, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (143)/85-D.IV-(B), dated, the 14th March, 1986.

SCHEDULE

“Whether the action of the Management of Kadia North Colliery of M/s. Central Coalfields Limited, P.O. Kedla North, Distt. Hazaribagh in terminating the services of S/Shri Somaru Ram and Ali Akbar without holding domestic enquiry is legal and justified? If not, to what relief are the concerned workmen entitled?”

The case of the workmen is that the two concerned workmen S/Shri Somaru Ram and Ali Akbar were working in Kedla North Colliery which formed part of Kedla Jharkhand Group of collieries under the ownership of Raja of Ramgarh. Due to certain litigation before the Sub-Judge, Hazaribagh a Receiver was appointed by the Court to manage Kedla Jharkhand Group of collieries. The Receiver had appointed a number of directors to raise coal and those contractors employed workmen for raising of coal. The Coking Coal Mines (Nationalisation) Act came into force from 1-5-72. The Coal Board constituted by the Govt. of India declared Kedla Jharkhand group of collieries as Coking Coal Mines with effect from 20-12-78. The take over by the Govt. was disputed by the contractors. Sub-Judge Hazaribagh issued

an order against the take over and the said order of the Sub-Judge was upheld by the Hon'ble Patna High Court but the matter went in Supreme Court where it was ordered that National Coal Development Corporation (NCDC) of the Central Govt. should take over the management of the said mine and run it itself. Accordingly NCDC took over the management of the colliery and thereafter the question of employment of workers cropped up. The management in consultation with R.C.M.S. and Coal Workers Union set-up a screening committee and also an Appellate committee to consider the case of the genuine workers as a large number of workers were claiming employment on the ground that they were workmen of the colliery. The two concerned workmen got employment in Kedla North colliery by the Screening committee and continued to save the said colliery. Subsequently the management received complaints from various sources that inspite of the screening of the workmen before giving them employment a large number of workmen working in the colliery were inducees or impersonators. Thereafter the management constituted a committee of officers to make enquiry into the matter of suspected cases of impersonators. As a result of which a large number of workers were stopped from work on the basis of the report of the enquiry committee which also included the concerned workmen. The concerned workman Shri Somaru Ram had fully satisfied the management about his genuineness as a result of which the management had ordered him to resume his duties with effect from 10-6-76. The management however again stopped the concerned workman from work in 1980. Shri Somaru Ram made several representations and produced evidence of his identity but the management did not take any action and thereafter the present industrial dispute was raised by R.C.M.S. on 27-5-85.

The case of the other concerned workman Shri Ali Akbar stands on similar footing. He got an appointment letter dt. 21-11-74 and he continued to work in the colliery and in course of time he was made permanent. He was certified to be a genuine worker by the Gram Panchayat and B.D.O. of his native place. The R.C.M.S. union raised an industrial dispute on 15-11-78. But the dispute was dropped by the union on account of an assurance by the management that his case was being considered. The management did not give the necessary relief to Ali Akbar and therefore the union again raised an industrial dispute in respect of Ali Akbar. On failure of conciliation the Govt. of India in the Ministry of Labour referred the present dispute for adjudication to this Tribunal.

The case of the workmen further is that the concerned workmen became members of the C.M.P.F. and were duly confirmed as permanent workmen. They cannot therefore removed on a preliminary enquiry conducted by the management. The management had not issued any chargesheet to the concerned workmen and no domestic proceeding was conducted before removing them from the rolls of the company. The management had never asked the concerned workman to offer their explanation and meet the allegation of impersonation. The order of termination of the services of the two concerned workmen amounts to retrenchment without following the provisions of Section 25F of the I.D. Act and specially so in the absence of the establishment of the misconduct against the concerned workmen in any domestic enquiry. On the above facts it has been prayed that the concerned workman be reinstated with continuity of service and back wages and other benefits.

The case of the management is that the reference is bad in law and not maintainable. The purported dispute is over stale and on that ground alone the present dispute is liable to be rejected. The concerned persons are not workmen within the meaning of Section 2(s) of the I.D. Act. The concerned persons had fraudulently and in a dishonest manner having recourse to the method of cheating entered the services of the management and as such they have no legal right in the employment of the management. The sponsoring union RCMS itself had complained and written to the management that the concerned persons along with others had fraudulently and in a dishonest manner entered the services of the management and that their employment should be stopped and as such the said union is legally

stopped from raising the present dispute. The Coking Coal Mines (Nationalisation) Act, 1974 incorporated a provision to the effect that the Central Govt. would notify any other mine as Coking Coal Mine on the basis of the Coalboard and such mines would be deemed to have been nationalised under the Coking Coal Mines (Nationalisation) Act. In pursuance of the said provision the Coal Board declared the Kedia Jharkhand Group of collieries as Coking Coal Mine with effect from 19-12-72 and the Central Govt. issued a notification appointing NCDC as the custodian. The above decision of the Coal Board and the notification of the Central Govt. appointing NCDC as the Custodian of the Kedia Jharkhand group of collieries was challenged by the Receiver as well as the contractors appointed by them to work the different blocks and ultimately the matter went before the Supreme Court. Due to these developments and labour troubles the working of the mine in Kedia Jharkhand group of collieries was stopped in the beginning of 1973 and the Supreme Court directed the receiver to hand over the management of the above group of collieries to NCDC in August, 1973. In spite of this order of the Supreme Court the Receiver and the contractors did not hand over the records relating to the workers to the NCDC and as such the Supreme Court had to be again approached by the Central Govt. and NCDC for appropriate direction. In September, 1973 the Supreme Court gave the necessary direction to the Receiver. Even then the records were not handed over in all cases to the management and whatever records relating to the manpower made available were found to be completely fabricated. The contractors engaged by the Receiver were also not keeping any regular work force and were changing the workers frequently and were not paying the appropriate wages. After September, 1973 when Central Division of C.M.A. Ltd., started taking over the Kedia Jharkhand group of collieries it was faced with a serious problem of about 30,000 persons claiming job as against the actual number of about 6000 workers employed by the Receiver and the contractors engaged by the Receiver. A serious law and order problem was created. Taking into consideration the prevailing situation the management disallowed the matter with two trade union operating in Kedia Jharkhand Coalfields, namely, Colliery Mazdoor Sangh affiliated to I.L.U. which was subsequently renamed as R.C.M.S. headed by Shri Bideswari Dubey and Coal workers Union affiliated to AITUC which was subsequently renamed as United Coal Workers Union headed by Shri Chaturanan Mishra. A criteria was laid down for screening the workers for employment by the management and the leaders of the two unions. On the basis of the said criteria about 6500 workers were screened for employment, and the were actually employed after carrying out the necessary verification. The above trade unions and the persons claiming employment made demand for employment of more persons. The management on consultation with the above trade union leaders constituted an Appellate committee consisting of S/Shri I. B. Sanyal the then Chief Vigilance Officer and D. P. Choudhury, Dy. Chief Mining Engineer. According to the procedure laid down by the management the persons claiming employment were required to file an appeal for consideration by the appellate committee. Many persons filed appeals before the Appellate committee. On consideration of the appeals and scrutiny of the records the appellate committee recommended for employment of about 2200 workers and the names of such persons were mentioned blockwise by the appellate committee. On consideration of the recommendation of the appellate committee the management decided to provide employment to about 2200 persons only during the dry season during 1974 and they were again given employment during the dry season of 1975. This decision was taken as at that time all the mine in Kedia Jharkhand group were open cast mine being worked by the contractors by primitive methods and during the rainy season the open cast mine get flooded and the mining operation had to be suspended.

It was subsequently brought to the notice of the management that in the process of the above appointment and specially those appointments made on the basis of the recommendation of the appellate committee, a large number of impersonators managed to enter into the service of the management. The question of providing permanent employment to about 2200 workers as recommended for employment by the appellate committee was pressed by the 87/1603 GI—12

Colliery Mazdoor Sang and they also pressed for provision of employment of some more persons. As a result of discussion held in Delhi at the level of Ministry of Energy department of Coal it was agreed to refer this dispute to the Arbitration of S/Shri J. J. Kumarmangalam, Ex-Chairman, C.M.A. Ltd and Shri Bideswari Dubey the then Minister of Health, Govt. of Bihar. The arbitrators heard the parties and gave two awards. During the course of arbitration proceedings Shri. Kamanka Gupta, representative of Colliery Mazdoor Sangh and its organising Secretary raised the question of some impersonators having fraudulently and dishonestly secured employment of Kedia Jharkhand Group of collieries. The arbitrators decided that the details of such impersonators be given by the colliery Mazdoor Sangh and that after verification the management will take further necessary action. The two concerned persons of this reference were also included in the list of alleged impersonators furnished by the Colliery Mazdoor Sangh. The concerned persons Ali Akbar was directed by the management to report at the area office for enquiries. On receipt of this information Ali Akbar started absents from duty from 9-12-75 and he did not report at the area office for enquiry. Thereafter there was no trace of Ali Akbar and as such he was treated as having abandoned his employment. Ali Akbar, knew fully well that he had no right to be employed under the management as he had fraudulently and dishonestly managed to get the employment. There was no person of the name of Ali Akbar working in Kedia Jharkhand group of collieries at any time. His name did not appear in the list of persons to be considered for employment as finalised by the appellate committee. The management found that the appointment was actually intended for Shri Mangal Oraon in Kedia North (Block No. 1) and the name of Mangal Oraon was struck off and in its place the name of Ali Akbar was inserted through manipulation, fraud and dishonesty in collusion with the employees of the management. The fact is apparent from the appointment letter in which the name of Mangal Oraon has been struck off and the name of Ali Akbar has been inserted as the concerned workman had no right to be appointed by the management he cannot claim any benefit or any relief from the management. In the circumstances there was no question of holding any domestic enquiry against Ali Akbar.

The other concerned person Somaru Ram had appeared before the enquiry committee constituted by the management consisting of Shri V. K. Kapoor, Staff Officer Administration, S. M. Rab, Sr. P.O., R. S. Dhakra, Sr. PO and U. N. Singh, Dy. Chief (special services). The said committee found that Somaru Ram was an impersonator and the appointment letter on which he entered the services was not intended for him. In the said appointment letter the father's name of the impersonator and his address was inserted by manipulation, fraud, and dishonesty in collusion with the employees of the management. It was also found that the person who had actually filed the appeal and who according to the appellate committee was to be appointed was entirely different person. The photo pasted in the appeal form filed by the genuine person was also different from the photo of concerned workman Shri Somaru Ram. After examining the report of the enquiry report the management decided to discontinue the employment of the concerned person who was impersonator working in the name of Somaru Ram.

As the concerned workmen secured appointment in fraudulent and dishonest manner and the appointment itself was due to illegality or irregularity in the initial appointment, there was no valid appointment and such appointed between the employers and the appointees should be deemed to be an invalid appointment in the eye of law. The manner in which the concerned person secured appointment constituted fraud, dishonesty and cheating which is a misconduct under the Model Standing Orders applicable in the establishment. On the above facts it was submitted on behalf of the management that the action of the management in terminating the services of Somaru Ram was fully justified and he is not entitled to any relief. In the case of Ali Akbar as he had abandoned the employment he was not entitled to any relief whatsoever. Even if the services of Ali Akbar were terminated by the management, such termination is fully justified in the facts and circumstances of the case.

On the pleadings of the parties the points for determination are whether (1) the management was justified in terminating the services of the two concerned persons without holding domestic enquiry, and (2) whether the two concerned persons were impersonators entering into the services of the management in place of other persons, and (3) whether Ali Akbar had abandoned his services.

The management examined one witness and the workmen examined two witnesses in support of their respective case. The workmen also produced document which are marked Ext. W-1 to W-6. The documents of the management are marked Ext. M-1 to M-11.

The case of the two concerned workmen are somewhat on a different footing and as such I will discuss their cases separately.

I will first take up the case of Ali Akbar. The case of the workmen in respect of Ali Akbar is that he got employment in Kedla North Colliery by the Screening committee and continued to serve in the said colliery. He got the appointment letter on 21-11-74. He was stopped from his duty by the management from 9-12-75. The case of the management on the other hand is that the management had not appointed Ali Akbar and that Ali Akbar entered into the services by forging and fabricating the appointment letter issued in the name of Mangar Oraon by cutting the name of Mangar Oraon in the appointment letter and inserting his own name in his place. The said concerned workman has been examined as WW-2 in this case. He has stated that he was working in Kedla North Colliery in 1963 when the work of the colliery relating to raising of coal was done through contractor. He has stated that after nationalisation NCDC had taken over the said colliery and thereafter the NCDC had screened the workers for appointment. He has further stated that he was not taken by the screening committee and thereafter he appealed and was selected by the appellate committee and got appointment letter. He goes on further to state that since then he is working in the said colliery and that since 9-12-75 he was removed from his work. Thus it appears from his evidence that he was not selected in the first lot by the screening committee and was selected by the appellate committee which had considered the applications of the workmen filed in appeal as has been stated by MW-1 Shri Sahadeo Ram. Shri Sahadeo Ram has stated the procedure by which the appointments were made. MW-1 Shri Shadoo Ram is working as Office Superintendent in Hazaribagh Area of CCL. Formerly he was working in NCDC and his services were taken over by CCL in 1973 in the personnel department. Prior to the takeover he was working under the Receiver of Kedla Jharkhand group of collieries. He has stated that by the order of the Supreme Court Kedla Jharkhand group of collieries were taken over by the NCDC Ltd., and at that time about 30,000 persons claimed employment in the colliery as against the requirement of 6 thousand persons. He has stated that at that time R.C.M.S. and the United Coal Workers Union were working in the colliery and that the management had laid down the evidence in consultation with Shri Bindeswari Dubey of R.C.M.S. and Shri Chaturanan Mishra, President of the United Coal Workers Union for screening the workmen and the said guidelines form part of the W.S. filed on behalf of the management. He has stated that about 6000 persons were taken in employment in accordance with the said guidelines after screening. He has stated that even thereafter there was demand for further employment of the workmen and then an appellate committee was formed and the persons demanding employment were asked to file appeals before the said appellate committee before whom about 20,000 persons had filed appeals. He has stated that the appellate committee gave its decisions giving the names of the persons who were to be given employment the list of which was notified vide Ext. M-11. He has further stated that the management decided to give employment to those persons in the list of the appellate committee for dry season only every year. He has stated that Smt. Ramanika Gupta Organising Secretary of R.C.M.S. had raised an industrial dispute for giving employment to some persons and thereafter the union and the management agreed to make decision through the arbitration of Shri Bindeswari Dubey and J. J. Kunjaraman-

galaan Arbitrators. The final award of the arbitrators are annexures to the W. S. filed on behalf of the management. He has stated that Smt. Ramanika Gupta had complained before the arbitrators that some impersonators had entered into the services in place of genuine persons. Thereafter the arbitrators asked her to give a list of such persons. Smt. Ramanika Gupta gave the list which are contained in Ext. M-3 dt. 11-9-75 and M-5 dt. 20-9-75. Besides that she also had a letter Ext. M-4 which is in respect of the concerned workman Somaru Ram. After the receipt of the list of Smt. Ramanika Gupta the management constituted a committee to screen impersonators. MW-1 has stated that no appointment letter has been in the name of Ali Akbar and that the name of Ali Akbar was not included in the original list or the list of the appellate committee. According to him Ali Akbar started working against the appointment letter intended for Mangar Oraon that the name of Ali Akbar was included after tempering the name of Mangar Oraon. He has stated that Ali Akbar was called by the enquiry committee vide notice Ext. M-10 issued by the management but Ali Akbar did not appear before the said enquiry committee and he himself stopped coming to work from December, 1975 and it was only in 1979 that Ali Akbar turned up along with Shri Sovakant Jha union leader before Shri A. P. Sinha, Dy. P. M. He has stated that A. P. Sinha made enquiries and submitted his report upon which the Director of Personnel passed his order vide Ext. M-7. In his cross-examination he has stated that the first screening of the workmen took place in November, 1973 and that those workmen who were found genuine by the screening committee were immediately taken in service. He has stated that those who were not taken in employment after screening had filed appeals. He has also stated that the workmen who were not given employment by the screening committee had appealed and besides them there were other persons also who had filed the appeals although they had not either applied for being considered by the screening committee but none of the persons who had freshly applied for their consideration before the appellate authority were considered for employment by the appellate authority. Thus with reference to the evidence of MW-1 and MW-2 it will appear that WW-2 Ali Akbar was not taken in employment by the screening committee. WW-2 stated that he filed an appeal and thereafter he was selected and got employment letter. The list of the persons appointed by the appellate committee are included in Ext. M-11 but on careful perusal of the entire list it will appear that the person in the name of Ali Akbar was included in the list of the persons to be appointed on the basis of the report of the appellate committee. The management has filed the photo copy of the office copy of the appointment letter Ext. M-8 dt. 2-5-74. It will appear from this appointment letter that it was first issued in the name of Mangar Oraon and that the name of Mangar Oraon which was in type was penned through and in his place the name of Ali Akbar was entered. From Ext. M-11 in Sl. No. 26 the name of Mangar Oraon is mentioned which shows that Mangar Oraon had been selected by the appellate committee for giving employment and accordingly this appointment letter Ext. M-8 was typed in the name of Mangar Oraon. In the cross-examination WW-2 Ali Akbar has stated that he cannot say that only those persons who had appealed before the appellate committee and was selected by the appellate committee was given employment. He has stated that the appellate committee had selected him and thereafter he was not given employment. He has also stated that the appellate committee did not give him any paper regarding his selection by them. He has stated that the appointment letter which was given to him after the decision of the appellate committee was taken back by the management after about 2/3 months and that the management did not grant him any receipt when the appointment letter was taken by the management. It was suggested to him on behalf of the management that the appointment letter was with him and that he was not producing his appointment letter to support the said fact that he had got his name entered in the appointment letter which was meant for Mangar Oraon. This witness had not the courage to deny that the appointment letter was given to him after cutting the name of Mangar Oraon. There is no reason to disbelieve that Ext. M-8 is not the office copy of the appointment letter on the basis of which Ali Akbar got his employment. On the evidence it will thus appear

clear that Ali Akbar had not been selected for appointment by the appellate committee nor he had been appointed by the screening committee. In view of the fact that the appointment letter Ext. M-8 was originally issued in the name of Manager Oraon whose name appears in the list of persons given employment by the appellate committee and that the said appointment letter meant for Mangar Oraon was penned through and in its place the name of Ali Akbar was written although Ali Akbar had not been selected by the appellate committee. Thus it appears to be clear case where Ali Akbar had got his name entered in the appointment letter meant for Manager Oraon although Ali Akbar had not been selected for employment by the management.

It has been submitted on behalf of the workman that Ali Akbar has been stopped from his work without giving him any notice or without framing any charge and holding a domestic enquiry into the charge of misconduct and as such the termination of the services of Ali Akbar was invalid in law. The learned Advocate appearing on behalf of the management has referred to a decision reported in 1982 Lab. IC page 1884 which is a full bench decision of Hon'ble Patna High Court. The said case related to the temporary employees of several department of the Government of Bihar in which some of them were covered under the I. O. Act. In the said decision their Lordships considered the principles of natural justice in the case of termination of services without giving an opportunity to the party concerned to have his say in the matter of termination of the services. Their Lordships held that no rigid rules can be laid down and that the principles of natural justice applies on various factors. In para 17 of the said report their Lordships were considering the case of termination of services with reasons. Their Lordships sub-divided into two classes the termination of temporary services where reason had been given. According to their Lordships one category consists of cases where the persons affected had not acquired any right in relation to future appointment by virtue of impugned temporary appointment. The other category constitutes cases of persons who have by virtue of temporary appointment for certain period of time acquired some further right. Their Lordships held that if the appointment of a person in the first category is terminated, it would not be unfair to terminate such appointment without hearing the persons affected. Their Lordships further stated that no one has right to be appointed irregularly and his position is that of a person who has no right to the post. There is no stigma attached to the removal. Their Lordship considered the case reported in AIR 1965 KER-149 (P. Kunhi Krishna-Vrs. State of Kerala) in which it was found that the petitioner was ineligible for being appointed to the service and the termination of the services therefore was held to mean that it was a termination of an appointment which was itself void. Their Lordships finally held that where the termination is on the ground of illegality or irregularity in the initial appointment it means that from the beginning there was no valid appointment. Taking the above view of their Lordships into consideration we have to consider the present case of Ali Akbar. As held above Ali Akbar had not been appointed by the management under the procedure which was being followed at the relevant time. It will also appear that the appointment letter meant for Manager Oraon who was actually in the list of selected worker for appointment by the appellate committee was used by Ali Akbar by inserting his name after having penned through the name of Manager Oraon. It is clear therefore that from the very inception Ali Akbar was not validly appointed by the management and that his temporary appointment was illegal and irregular and therefore the management could terminate the appointment which was itself void and the position of Ali Akbar is that of a person who had no right to the post.

Admittedly, the management did not issue any order stopping or terminating the services of Ali Akbar although Ali Akbar has stated that he was stopped from work by the management from 9-12-75. There is absolutely no material to show that the management had either removed him from service or had stopped him from service with effect from 9-12-75. The case of the management on the other hand, is that Ali Akbar had neither been stopped nor his services had been terminated by the management from 9-12-75 but Ali Akbar had himself abandoned his services. MW-1 has stated that Ali Akbar was called by the enquiry committee to enquire whether Ali Akbar was an impersonator. Ext.

M-10 is the general notice issued to 24 workmen on 8-12-75 by which they were directed to report to the Sr. P.O. Hazaribagh on 9-12-75 along with their original appointment letter and the said order includes the name of Ali Akbar in Sl. No. 5. It is a fact that no individual notice was issued to the 24 workmen but as all those persons were working in the colliery at that time a general notice published on the notice board was sufficient notice to the workmen concerned. MW-1 has stated that the notice was issued in general and was pasted in the notice Board. It is clear therefore that notice had been given vide the notice board and that Ali Akbar absented from 9-12-75. The date of the notice Ext. M-10 dated 8-12-75 is very significant. The notice was issued on 8-12-75 and Ali Akbar was asked to appear before the Sr. P.O. on 9-12-75 and it was from 9-12-75 that Ali Akbar absented and did not appear before the Sr. P.O. as directed. Ali Akbar had been asked to appear before the Sr. P.O. of 9-12-75 and there was no question of his removal from service on 9-12-75 when he had not appeared before the Sr. P.O. Although it has been stated by WW-2 Ali Akbar that he made representation to the management several times for giving him employment, we do not find any evidence to that effect till 1979 when Ali Akbar turned up along with Shovakant Jha Union Leader before Shri A. P. Sinha, Dy. Personnel Manager vide the evidence of MW-1. MW-1 has further stated that Shri A. P. Sinha had made enquiries and had submitted his report and thereafter the Director of Personnel passed his order Ext. M-7. Ext. M-7 is the note of Dy. P.M. regarding the case of Ali Akbar upon which there is a note of Director of Personnel. The said note will show that Ali Akbar had not appeared before the management prior to his case being first verbally represented by Shri Shovakant Jha before the General Manager. It is clear therefore that Ali Akbar had himself abstained from his duty from 9-12-75 for fear of being caught and detected as an impersonator. The case of abandonment of service has been discussed by their Lordship of the Supreme Court in 1979 (1) LLJ page 257-SCLJ Vol. 15 page-1. It has been held by their Lordship that the total and complete giving up of duties indicating intention not to resume the duties would constitute abandonment. In the present case it will appear that there was reason that the concerned workman had himself abstained and abandoned his work. By the notice dated 5-12-75 the fact that the concerned workman did not attend his duty from 9-12-75 without giving any information to the management and without giving any cause of his absence for about 3 years is a circumstance which shows that the concerned workman had abandoned his work and had no intention at that time to resume his duty. It appears that it was only at later stage that he again tried to come into the employment. In view of the above I hold that the concerned workman Ali Akbar had himself abandoned the job and that the management had not stopped his work from 9-12-75.

In view of the fact that Ali Akbar had himself abandoned his job it was not at all necessary to give any notice or to make any enquiry against him. The two factors namely that he had himself abandoned his job from 9-12-75 and that his initial appointment was illegal and irregular there was no necessity for the management to issue any notice to Ali Akbar or to frame any charge for misconduct and hold an enquiry thereon before terminating his services.

The facts of the case of the other concerned workman Shri Somvaru Dam is different from the facts of the case of Ali Akbar. He has been examined in the case as WW-1. He has stated that since 1967 he started working in Gondatic Coal Co. in Kedla Group of Collieries. He has stated that the appellate committee selected him for employment and his colliery was in Block No. I. He has stated that after selection he was given the appointment letter by the NCDC and he continued working till 1980 (month of Savan) and thereafter he was stopped from work. He has stated that the management did not give him any reason as to why his services were stopped although he was a permanent employee and a member of C.M.P.F. He has also stated that no chargesheet had been drawn against him and there was never any domestic enquiry held against him. In his cross-examination he stated that the appellate committee selected only some of the persons who had filed appeal before it. He has denied to the suggestion made by the management that he had not filed any appeal before the appellate committee. He has stated that he received letter of appointment on 15-6-73 after selection by the appellate committee. He has stated that Ext. W-1

was the letter of appointment which he got after selection by the appellate committee. He has denied that the impersonation committee had found him of impersonation after enquiry and as such he was removed from service. The case of the management is that the concerned workman Somaru Ram is not the oral Somaru Ram who was given employment by the management and that he is an imposter having entered into the service in the name of Somaru Ram who had been selected by the appellate committee. Ext. W-1 dated 20-4-74 shows that Somaru Ram S/o Gulab Ch. Ram was appointed as temporary piece rated worker. Ext. W-2 is an office order dated 9-6-76 issued by the Manager Kedla North Colliery showing that Somaru Ram was being provisionally allowed to resume his duties with effect from 10-6-76 at his previous place and post of work till further order. Ext. M-9 dated 2-5-74 has been filed by the management. It is stated that this is the office copy of the appointment letter issued in the name of Somaru Ram. It is further stated on behalf of the management that the father's name "Gulab Ch. Ram, vill. and district" in it have been inserted by the concerned workman and his associates. Ext. M-9 shows that the appointment letter is in the name of Somaru Ram S/o Gulab Ch. Ram belonging to the district of Aurangabad. Ext. W-4 is a certificate from the Mukhya Grampanchayat Jaitpur certifying that the concerned workman Somaru Ram is S/o Gulab Ch. Ram village Jaitpur in the district of Aurangabad. The concerned workman WW-1 himself has stated that he is the son of Gulab Ch. Ram of village Jaitpur District Aurangabad. MW-1 who has been examined on behalf of the management does not say the father's name of the concerned workman Somaru Ram. MW-1 has stated that the concerned workman is not the real Somaru Ram and the real Somaru Ram had appeared before him who had filed the appeal Ext. M-2 before the appellate authority. He has also stated that the concerned workman Somaru Ram of the reference belongs to the village in the district of Aurangabad. But MW-1 has not been able to say that Somaru Ram is not the son of Gulab Ch. Ram. The management had admittedly started the enquiry regarding the impersonators on the information given by Smt. Ramanika Gupta. In Ext. M-3 said Ramanika Gupta has stated that Somaru Ram as impersonator describing him as Son of Gulab Ch. Ram. In Ext. M-4 Smt. Ramanika Gupta has stated that Somaru Ram who was selected by the appellate committee was son of some other person but the said letter of appointment of Somaru Ram was given to the concerned workman Somaru Ram son of Gulab Ch. Ram and address was changed. From this Ext. M-4 also it appears that the Somaru Ram is the son of Gulab Ch. Ram.

The next question to be considered is whether the concerned workman Somaru Ram son of Gulab Ch. Ram was the person who was selected by the appellate committee and the appointment letter Ext. M-1 was given. Ext. M-11 is the list of the workman selected by the appellate committee. It will appear that the name of Somaru Ram is mentioned in Sl. No. 447 of Kedla North Colliery of Block No. I. There is the mention of the name of another Somaru Ram in the list of Kedla North Colliery Block No. II at Sl. No. 17. No father's name of the workman selected by the appellate committee is stated in the list. It will thus appear that the appointment was made for Somaru Ram of Block No. I and another Somaru Ram was selected by the appellate committee for appointment in Block No. II. MW-1 has stated that the real Somaru Ram had many times appeared before him who had filed the appeal Ext. M-2. Ext. M-1 dated 31-1-77, is said to be a statement of the concerned workman Shri Somaru Ram taken by the committee enquiring into the impersonators. Admittedly the photo of the concerned workman Somaru Ram is pasted on Ext. M-1. Somaru Ram in Ext. M-1 has stated that the appeal form No. 744 (Ext. M-2) had not been filed by him and that it does not contain his photo. It is clear therefore that the persons who had filed Ext. M-2 is not the concerned workman Somaru Ram whose photo is admittedly pasted in Ext. M-1. Ext. M-2 shows that on Somaru filed who was son of Paklu of District Raigarh. This Somaru in Ext. M-2 is not described as Somaru Ram and as such it cannot be said for definite that this Somaru was the same person whose name appears in the list of the appellate committee in Sl. No. 547 of Block No. I or in Sl. No. 17 of Block No. II. This Somaru, whose photo was pasted in Ext. M-2, was appearing before MW-1 and he might be person whose name is mentioned in Block No. II or he may not be the said person as he has not des-

cribed himself as Somaru Ram in Ext. M-2. The management has not examined any witness to show that the concerned workman was not the person who was selected by the appellate committee and whose name definitely appears in the list of the appellate committee. Smt. Ramanika Gupta who had made the complaint vide Ext. M-3, M-4 and M-5 has not personally come to say that the concerned workman Somaru Ram had not been selected by the appellate committee. The management has not examined any witness to show that the concerned Somaru Ram was not selected by the appellate committee. Thus there does not appear to be any evidence to show that the concerned workman Shri Somaru Ram son of Gulab Ch. Ram was not the real person who had been selected by the appellate committee. In the above view of the matter I hold that the management had failed to establish that Somaru Ram Son of Gulab Ch. Ram of the district of Aurangabad was not the real Somaru Ram or that the appointment letter Ext. M-9 was meant for another Somaru Ram or it was meant for Somaru of Ext. M-2.

The management had terminated the services of the concerned workman vide Ext. M-6 dated 11-9-80 on the ground that he was not genuine person and is an impersonator. Admittedly no chargesheet was issued or any departmental enquiry held into any charge against the concerned workman relating to the misconduct of impersonation. It will appear that the concerned workman had worked continuously from 2-5-74 to 10-9-80 and he had acquired a right of permanency and continuity of his services.

The case of the management is that as the concerned workman was not the real person who had been selected by the appellate committee and was an impersonator there was no need for holding any enquiry by framing a charge of misconduct against him before terminating his services. The case of the workmen, on the other hand is that as he had completed more than 6 years of services, he cannot be dismissed for misconduct without holding a domestic enquiry into the charge of misconduct. In this connection again I would refer to the same judgement reported in LIC 1982 page 1884 which I have referred to in connection with the case of Ali Akbar and had left the other part of the decision made by their Lordships for being considered in reference to the facts of the case of the concerned workman. Their Lordships had sub-divided the termination of temporary service in two categories out of which the case of Ali Akbar fall in the first category which I have discussed above in detail and is not applicable in the case of Somaru Ram. In para-19 of the said full bench decision his Lordships has considered the case of person who have by virtue of temporary appointment for a certain period of time acquired some further right. Their Lordships have held "where right to preferential treatment in the matter of future appointment and the legitimate expectation of employees is wiped off as a result of the order of termination. I am of the view that the rules of natural justice would apply. It would not be just or fair in such circumstances, to terminate the services without hearing the persons likely to be affected and allowing him a chance to persuade the authorities that in spite of the alleged illegality and irregularity no one has really suffered. I am therefore of the opinion that where rights are affected the rules of fair play or natural justice require that hearing should be given to the person likely to be affected before an order of termination is passed. Not to do so would, in opinion, strike a reasonable man as unjust." In the present case it will appear that although the concerned workman was appointed temporarily vide Ext. M-9 he continued to work till 11-9-80 and had thus attendance of 240 days in any calendar year and the services could not have been terminated without following the provision of Section 25-F of the I. D. Act. Admittedly the concerned workman had been dismissed without holding any proper enquiry giving him opportunity to explain his case prior to the termination of his services as such it was necessary for the management to hold a domestic enquiry into the charges of misconduct of impersonation against the concerned workman prior to the issuance of the order of termination against him.

The management however has produced evidence for establishment of impersonation before this Tribunal. It has been held in several decision that the management may adduce evidence on merit before the Tribunal for the first time to establish allegation against the concerned workman even if no enquiry had been held against the concerned workman

into the charges of misconduct. The management adduced the evidence on merit to establish that the concerned workman was not the real person for whom the appointment letter had been issued. The evidence adduced by the management before this Tribunal as discussed above, has not been found to be satisfactory and it has been held that the management has failed to establish that the concerned workman was not the real person who was selected by the appellate committee to whom the appointment letters was issued.

In view of the finding made above I hold that the management had not terminated the services of the concerned workman Ali Akbar and that Ali Akbar himself had abandoned his job and thereafter the management treated the case of Ali Akbar as abandonment of service. I further hold that the management was not justified in terminating the services of the other concerned workman Sri Somaru Ram without holding a domestic enquiry into the charges of misconduct against him. I further hold that the concerned workman Ali Akbar was an impersonator and had entered into the services of the management in place of Mangar Oraon. I further hold that the concerned workman Somaru Ram was

not an impersonator having entered service of the management in place of other person.

In the result I hold that the action of the management of Kedla North Colliery of M/s. C.C.L. is not justified in terminating the services of Shri Somaru Ram. I further hold that the other concerned workman Ali Akbar had abandoned his services and as he had entered into the temporary services as impersonator in the name of another person there was no need to hold a domestic enquiry for terminating his services and therefore he is not entitled to any relief. The management is directed to reinstate Somaru Ram in service with effect from 11-9-80 with all back wages and consequential benefits within one month from the date of publication of this Award.

This is my Award.

Dated : 27-10-1987.

I. N. SINHA, Presiding Officer
[No. L-24012/143/85-D.IV (B)]
R. K. GUPTA, Desk Officer

